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**WELLS  
FARGO**

Effective October 28, 2004

## Consumer Account Agreement

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## Consumer Account Agreement

### Important Notice

THIS AGREEMENT CONTAINS THE TERMS OF DISPUTE RESOLUTION PROGRAM TO BE FOLLOWED IN THE EVENT OF A DISPUTE BETWEEN YOU AND THE BANK (SEE BELOW). PLEASE READ THEM CAREFULLY. UNDER THIS PROGRAM, AT THE REQUEST OF YOU OR THE BANK, DISPUTES MUST BE RESOLVED BY AN ARBITRATION PROCEEDING BEFORE A NEUTRAL ARBITRATOR. IF ARBITRATION IS REQUESTED, YOU DO NOT HAVE THE RIGHT TO A JURY OR COURT TRIAL TO RESOLVE THE DISPUTE.

THIS AGREEMENT ALSO INCLUDES INFORMATION ABOUT INVESTMENTS IN *WELLS FARGO*<sup>®</sup> MONEY MARKET FUNDS THROUGH SWEEP ACCOUNTS.

### *Wells Fargo Funds*<sup>®</sup>:

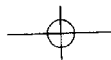
**NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE**

An investment in a *Wells Fargo* money market fund (a "Fund") is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although each Fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money investing in the Fund. *Wells Fargo Funds Management, LLC*, a wholly-owned subsidiary of *Wells Fargo & Company*, provides investment advisory and administrative services for the *Wells Fargo Funds*. Other affiliates of *Wells Fargo & Company* provide sub-advisory and other services for a Funds. The Funds are distributed by *Stephens Inc.*, Member NYSE/SIPC. *Wells Fargo & Company* and its affiliates are not affiliated with *Stephens Inc.* For complete information about a *Wells Fargo* money market fund, including fees and expenses that apply to a continued investment in the Fund, obtain a prospectus by calling Investor Services at 1-800-222-8222. Please read the prospectus carefully before investing.

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## I. Terms Applicable To All Consumer Deposit Accounts

### Introduction

In this Consumer Account Agreement ("Agreement"), "you" and "your" refer to the owner(s) of a Wells Fargo bank consumer deposit account ("Account"). "Bank" refers to the Wells Fargo bank at which your Account is maintained. This Agreement includes the following disclosures applicable to the Bank's consumer deposit accounts and related services (each, a "Service") that the Bank has separately provided to you: (i) the schedule of Bank fees and other Account Related Information ("fee and information schedule"), (ii) the funds availability policy, (iii) the privacy policy, (iv) the rate sheets for interest bearing accounts, each as modified by the Bank from time to time, and (v) any additional disclosures regarding your Account that the Bank may provide to you. You are responsible for ensuring that all *Authorized Signers* are familiar with this Agreement. Unless you have instructed the Bank in writing to the contrary, the Bank may communicate information about your Account to an *Authorized Signer* and may treat communications regarding your Account that are received from an *Authorized Signer* as communications from you. You agree to notify the Bank immediately in writing if any *Authorized Signer's* authority has been terminated. This Agreement governs your Account and related Services, and replaces all prior agreements with the Bank regarding them. By signing the Bank's signature card for your Account or using your Account or Service, you will be deemed to have received and agreed to this Agreement. You should retain a copy of this Agreement (and any information that the Bank provides you regarding changes to this Agreement) for as long as you maintain your Account with the Bank.

### Certain Defined Terms

In this Agreement certain words have a special meaning and are therefore defined. You will find certain terms and their definitions in this section and others in the text of this Agreement.

**Affiliate.** An *Affiliate* is a bank, other than the Bank, that is, directly or indirectly, a wholly or substantially owned subsidiary of Wells Fargo & Company.

**Authorized Signer.** An *Authorized Signer* is a person whom you have authorized to transact business on your Account, whether or not such person has signed the signature card or other documentation for your Account. The Bank may continue to recognize your authorization or the Bank's record of it until the Bank has received and had a reasonable time to act upon your written modification or revocation of it.

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**Business Days.** Every day is a *Business Day* except Saturdays, Sundays and federal holidays.

**Card.** *Card* includes every type of ATM Card and Check Card that the Bank may from time to time issue to the owner(s) of an Account and each person authorized by the owner(s) to have a *Card* ("Cardholder") including: *Wells Fargo* ATM Cards, *Instant*<sup>SM</sup> ATM Cards, *Wells Fargo* Check Card, *Wells Fargo* Gold Check Card, and other *Cards* as may be issued by the Bank from time to time.

**Deposited Item.** A *Deposited Item* is an *Item* that the Bank cashes or collects for you or accepts for deposit to your Account.

**Item.** An *Item* includes a check, substitute check, purported substitute check, electronic item, draft, demand draft, remotely created item, remotely created consumer item, image replacement document, indemnified copy, preauthorized draft, or other order or instruction for the payment, transfer, or withdrawal of funds (including a withdrawal slip or Bill Payment instruction), automatic transfer, and electronic transaction (including ACH, ATM and POS) or a photocopy of any of the foregoing. *Item* also includes any written document created or authorized in your name that would be a check or draft but for the fact that it has not been signed. An *Item* may also include a cash-in ticket or a deposit adjustment.

**Paper Item.** A *Paper Item* is an *Item* that is in tangible form.

**Substitute Check.** A *Substitute Check* is a copy of an original check that is the same as the original check for all purposes, including proving that you made a payment, if it includes an accurate copy of the front and back of the original check and bears the legend: "This is a legal copy of your check."

#### Dispute Resolution Program: Arbitration Agreement

This section constitutes the Arbitration Agreement between you and the Bank.

**Non-Judicial Resolution of Disputes.** If you have a dispute with the Bank, and you are not able to resolve the dispute informally, you and the Bank agree that any dispute between or among you and the Bank, regardless of when it arose, shall be resolved by the following arbitration process.

You understand and agree that you and the Bank are each waiving the right to a jury trial or a trial before a judge in a public court.

**Disputes.** A dispute is any unresolved disagreement between or among you and the Bank (and its employees, officers, directors, attorneys, and other agents), arising out of or relating in any way to your Account and/or Services. It includes any dispute relating in any way to your Accounts and Services; to your use of any Bank location or facility; or to any means you may use to access the Bank,

such as an automated teller machine (ATM) or Online banking. It includes claims based on broken promises or contracts, torts (injuries caused by negligent or intentional conduct) or other wrongful actions. It also includes statutory, common law and equitable claims. A dispute also includes any disagreement about the meaning of this Arbitration Agreement, and whether a disagreement is a "dispute" subject to binding arbitration as provided for in this Arbitration Agreement. A dispute does not include a claim that may be filed in small claims court. If you have a dispute that is within the jurisdiction of the small claims court, you should file your claim there.

**Binding Arbitration.** Binding arbitration is a means of having an independent third party resolve a dispute without using the court system, judges or juries. Either you or the Bank may require the submission of a dispute to binding arbitration at any reasonable time notwithstanding that a lawsuit or other proceeding has been commenced. If either you or the Bank fails to submit to binding arbitration following a lawful demand, the one who fails to so submit bears all costs and expenses (including attorney's fees and expenses) incurred by the other compelling arbitration.

Neither you nor the Bank shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

Each arbitration, including the selection of the arbitrator shall be administered by the American Arbitration Association ("AAA"), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes (excluding the Optional Procedures for Large, Complex Commercial Disputes) and the Optional Rules For Emergency Measures of Protection of the AAA ("AAA Rules"). To the extent that there is any variance between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement shall control. The Arbitrator must be a member of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the dispute.

You and the Bank each agree that in this relationship:

- You and the Bank are participating in transactions involving interstate commerce;
- Each arbitration is governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code), and, to the extent any provision of that Act is inapplicable, unenforceable or invalid, the laws governing the relationship between you and the Bank about which the dispute arose.

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To find out how to initiate an arbitration, please call any office of the AAA or visit the AAA website at [www.adr.org](http://www.adr.org).

**Rights Preserved.** This Arbitration Agreement and the exercise of any of the rights you and the Bank have under this Arbitration Agreement do not stop you or the Bank from exercising any lawful rights to use other remedies available to preserve, foreclose or obtain possession of real or personal property; exercise self-help remedies, including setoff and repossession rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment or court appointment of a receiver by a court having jurisdiction.

**Miscellaneous.** You and the Bank each agree to take all steps and execute all documents necessary for the implementation of arbitration proceedings. The arbitrator may hear and rule on appropriate dispositive motions as part of the arbitration proceeding, such as motions for judgments on the pleadings, summary judgment or partial summary judgment. The AAA, the arbitrators, you and the Bank, must, to the extent feasible, take any necessary action to ensure that an arbitration proceeding, as described in this Arbitration Agreement, is completed within 180 days of filing the dispute with the AAA. These parties must not disclose the existence, content or results of the arbitration, except for disclosures of information required in the ordinary course of business or permitted by the laws governing your Account. This provision shall be liberally construed in order to ensure the enforcement of this Arbitration Agreement. Arbitration proceedings are conducted in the state whose laws govern your Account or at a location determined by the AAA.

All statutes of limitations applicable to any dispute apply to any arbitration between you and the Bank. The provisions of this Arbitration Agreement shall survive termination, amendment or expiration of your Account relationship or the governing Agreement or any other relationship between you and the Bank. This Arbitration Agreement constitutes the entire agreement between you and the Bank and supersedes all prior arrangements and other communications concerning dispute resolution. If more than one arbitration agreement entered into by you and the Bank is potentially applicable to a dispute, the one most directly related to the Account or transaction that is the subject of the dispute shall control.

**Fees and Expenses of Arbitration.** Arbitration fees shall be determined by the rules or procedures of AAA, unless limited by the laws governing your Account. Please check with AAA to determine the fees applicable to any arbitration you may file. If the laws governing your Account limit the amount of fees and expenses (including attorney's fees and expenses) to be paid by you, then no allocation of fees and expenses to you shall exceed this limitation. Unless inconsistent with the laws governing your Account, each

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party shall bear the expense of their own attorneys', experts' and witness' fees, regardless of which party prevails in the arbitration.

#### Statements and Other Account Related Information

**Mailing Statements and Other Account Related Information to You.** Except as expressly provided otherwise in this Agreement, the Bank will mail, send electronically, or otherwise make available to you statements for your Account, notices and other information regarding your Account or any service (collectively "Account Related Information") to the postal or electronic address of the primary owner as reflected in the Bank's records for your Account. Any statement or Account Related Information will be deemed to have been sent on the first Business Day following the date on it. A statement or other Account Related Information that is held for pick-up will be deemed to be delivered to you at the time that the Bank makes it available for pick-up. The primary owner shall be responsible for providing copies of all Account Related Information to all co-owners of the Account.

**Your Obligation to Review Statements and Account Related Information and to Notify Bank of Errors.** Except as expressly provided otherwise in this Agreement, you agree to promptly and carefully examine each statement for your Account and any other Account Related Information and any *Paid Items* that are returned with (or described in) a statement or other Account Related Information and to promptly notify the Bank of and reimburse the Bank for any erroneous credit to your Account. Within thirty (30) days after the Bank mails, sends electronically, or otherwise makes available to you, a statement or other Account Related Information, you must notify the Bank of any claim for credit or refund due for example to either an erroneous or unauthorized debit, a missing signature, an unauthorized signature, or an alteration (each, an "Unauthorized Transaction"). Within six (6) months after the Bank mails or otherwise makes the statement or other Account Related Information available to you, you will notify the Bank any claim for credit or refund resulting from a forged, unauthorized, or missing endorsement. Such notification is to be made by (i) calling the telephone number listed on the statement for your Account or in the other Account Related Information for such purpose and (ii) submitting a written report to the Bank as soon as possible, but in any event, within the time frames specified above. If you fail to notify the Bank within the time frames specified above, the balance shown on the statement for your Account or other Account Related Information will be conclusively presumed to be correct and the Bank will be released from all liability for the *Items* charged to your Account and for all other transactions or matters covered by the statement or other Account Related Information.

In addition, if you fail to notify the Bank of an Unauthorized Transaction on your Account within thirty (30) days after the Bank mails, sends electronically or otherwise makes available to you the statement or other Account Related Information containing information describing the Unauthorized Transaction, the Bank will not be liable to you for any Unauthorized Transactions on your Account by the same person that could have been prevented if you had complied with your obligations under this sub-section. If you notify the Bank of any claim for credit or refund later than required by this sub-section, the Bank will assert on your behalf any claim against a third party that the Bank determines in the Bank's sole discretion is permitted under the laws governing your Account.

**Returned, Unclaimed Account Related Information.** Unless otherwise prohibited by the laws governing your Account, this sub-section applies if two or more Account Related Information documents are returned or in the case of online statement e-mail notifications the e-mail notice is returned undeliverable. The Bank may consider your Account to be "inactive." This means the Bank may discontinue sending Account Related Information to you until you provide a valid postal or electronic address to the Bank. Additionally, the Bank may (i) destroy Account Related Information that is sent to you and returned to the Bank as undeliverable, or (ii) hold the Account Related Information for your Account for you to pick-up. If the Bank holds Account Related Information for you to pick-up and it remains unclaimed for 60 days, the Bank may send the Account Related Information to the address reflected in the Bank's records for your Account or destroy it.

**Address Changes for Bank Statements and Other Account Related Information.** You may instruct the Bank to change the address to which the Bank mails or e-mails Account Related Information concerning your Account at any time. The Bank may act on any such instruction purportedly made on your behalf within a reasonable time after the Bank receives such instruction. Unless you instruct the Bank otherwise, the Bank may in its sole discretion change the postal or electronic address only for the account(s) you specify or for all or some of your other account(s) with the Bank. The Bank may change your postal or e-mail address of record if it receives an address change notice from the U.S. Postal Service or if the Bank receives information from another party in the business of providing correct address information that the address in the Bank's records no longer corresponds to your address.

**Notices and Other Mail.** Any notice you send the Bank will not be effective until the Bank actually receives it and has a reasonable opportunity to act on it. If there is more than one owner on your Account, the Bank may send Account Related Information to any one of them. You assume the

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risk of loss in the mail. Any notice the Bank sends you will be effective when mailed, sent electronically or otherwise made available to you.

**Copies of Canceled *Paper Item*.** You can order a copy of a canceled *Paper Item* by calling the Bank at the number provided on the statement for your Account. When ordering a copy of a canceled *Paper Item* you need to give the Bank your name, account number, *Paper Item* number, *Paper Item* amount, and posting date of the *Paper Item* as shown on the statement for your Account. The copy you request will be mailed or otherwise provided to you.

#### Fraud Prevention

**Fraud Prevention Guidelines.** To help prevent check fraud and other criminal activities against you, please comply with the following fraud prevention guidelines.

- Do not preprint your driver's license or Social Security number (SSN) on your checks.
- Call the Bank at the number listed on the statement for your Account immediately if your new checks do not arrive within 10 Business Days of your order.
- Call the Bank immediately if there are discrepancies you cannot explain on the statement for your Account, or if you do not receive your statement or an ordered ATM Card.
- Store blank and canceled check copies in a safe place. Remember that your checks provide access to your Account. Even blank and canceled checks have information on them that someone could use to obtain funds from your Account. Notify the Bank immediately if any check is lost or stolen.
- Do not leave any outgoing mail containing checks in an unlocked mail collection box or in your residence mailbox. Whenever possible, deposit this type of mail in the designated slots inside your local post office.
- Thoroughly destroy unused deposit slips, transaction receipts, canceled checks and statements for your Account before discarding them.
- Notify the Bank immediately if any form of identification, your checkbook or any blank checks are missing, lost or stolen. "Identity theft" is on the rise.
- Write your checks in ink and fill in all lines completely.
- Write your checks carefully. Make sure that your numbers are readable and that they begin as far to the left side of the line as possible so someone cannot easily insert additional numbers.

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- Sign your checks clearly, as illegible signatures are more easily forged.
- Do not give anyone permission to sign your name on checks.
- Do not give anyone a pre-signed blank check.
- Do not provide Account information, including account numbers or PINs, to callers, even if they claim to be bank representatives.
- Use tamper-resistant checks at all times. If you do not order your checks through the Bank, ask your check vendor about checks with special security features.
- Keep accurate records. You can avoid many fees to your Account by keeping an accurate record of your Account balance. The statement for your Account provides space for you to balance your Account for each statement period. Remember to record any transaction you make at an ATM, or by telephone or online. Also remember to record any POS transaction or automatic payment from your Account.
- When you write a check, make sure you have enough available funds on deposit in your Account or overdraft protection coverage available to pay the check when it is presented. Do not assume that you can make a covering deposit before the check is presented for payment because checks are often presented for payment very quickly.

**Lost or Stolen *Paper Items*; Unauthorized *Items*.** If any of your unissued *Paper Items* have been lost or stolen, or if you learn that someone is issuing unauthorized *Paper Items* against your Account, you agree to notify the Bank at once. To the extent your failure to so notify the Bank hampers the Bank's ability to prevent loss, the Bank will be relieved of any liability for such *Paper Items*. Upon receipt of any such notice, the Bank may at its sole discretion and without any liability to you take one or more of the following actions: (i) close your Account and open a new account for you; (ii) dishonor any *Paper Item* you have indicated may have been lost or stolen; or (iii) pay any *Paper Item* presented for payment on your Account, provided you have instructed the Bank to pay such *Paper Item* and given the Bank the number of that *Paper Item*.

If the Bank does open a new Account for you and you have authorized any other party to automatically make regular deposits to or withdrawals from your Account (such as wire or ACH transfers), the Bank shall have no liability to you if you do not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for you due to your failure to notify that other party in a timely fashion of the number of your new Account.



### Claims of Unauthorized Transactions; The Bank's Rights and Liability

**Investigation by the Bank; Your Agreement to Cooperate.** The Bank shall investigate any transactions you have reported to the Bank as unauthorized (a "Claim of Unauthorized Transaction"). You agree to (i) submit your Claim of Unauthorized Transaction in writing to the Bank by completing a declaration under penalty of perjury describing your Claim of Unauthorized Transaction (in an affidavit form approved by the Bank, if so requested); (ii) file a police report; (iii) complete and return to the Bank any documents requested of you; and (iv) in all respects cooperate fully with the Bank in its investigation of your Claim of Unauthorized Transaction. The Bank shall have the right to reverse any credit made to your Account if you fail to sign such documents, cooperate fully with the Bank's investigation of your Claim of Unauthorized Transaction or the Bank's efforts to recover funds related to your Claim of Unauthorized Transaction or if the Bank determines that the transaction that gave rise to your Claim of Unauthorized Transaction was improper.

**Standard of Care.** The Bank will meet its standard of care for your Account, provided the Bank exercises ordinary care in the transaction at issue. When the Bank takes an *Item* for processing by automated means, "ordinary care" does not require that the Bank examine the *Item*. In all other cases, "ordinary care" requires only that the Bank follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. The Bank's policies and procedures are general internal guidelines and do not establish a higher standard of care for the Bank than is otherwise established by the laws governing your Account. A mere clerical error or an honest mistake will not be considered a failure of the Bank to perform any of its obligations. If the Bank waives any of its rights as to you or your Account on one or more occasions, it will not be considered a waiver of the Bank's rights on any other occasion.

**Limitation of Liability; Indemnification.** WHETHER IN CONNECTION WITH YOUR ACCOUNT OR A SERVICE, IN NO EVENT WILL EITHER YOU OR THE BANK, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT OR WHETHER THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN TO EITHER PARTY. The foregoing limitation of liability will not apply where expressly prohibited by the laws governing your Account. The Bank will not have any liability to you if there are insufficient available funds in your Account to pay your *Items* due to

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actions taken by the Bank in accordance with this Agreement. Except to the extent that the Bank fails to exercise ordinary care or breaches this Agreement, you agree to indemnify and hold the Bank and its directors, officers, employees and agents harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney fees and legal expenses) arising out of or in any way connected with performance under this Agreement. You agree that this indemnification will survive termination of this Agreement.

**Adverse Claims.** If any person or entity makes a claim against funds in your Account, or if the Bank believes that a conflict exists between or among the owners on your Account or that there is a dispute over matters such as the ownership of your Account or the authority to withdraw funds from your Account, the Bank, without any liability to you, may take one or more of the following actions: (i) continue to rely on the signature card(s) for your Account; (ii) honor the claim upon receipt of evidence satisfactory to the Bank to justify such claim; (iii) freeze all or a part of the funds in your Account until the dispute is resolved to the Bank's satisfaction; (iv) close your Account and send a check for the available balance in your Account payable to you or to you and each claimant; or (v) pay the funds into an appropriate court. The Bank may charge your Account for expenses (including attorney's fees and expenses) and fees the Bank incurs.

**Legal Process.** The Bank may accept and act on any legal process that it believes is valid, whether served in person, by mail or by electronic notification, at any location of the Bank. "Legal Process" includes a levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture, seizure, or other legal process relating to your Account. Any such legal process is subject to the Bank's security interest and right of setoff. The Bank will not notify you of a grand jury subpoena affecting you or your Account. Any fees or expenses (including attorney's fees and expenses) the Bank incurs in responding to any such legal process may be charged against any account you maintain with the Bank.

**"Freezing" Your Account.** As part of the Bank's loss prevention program, when the Bank suspects that irregular, unauthorized, or unlawful activities may be involved with your Account, the Bank may "freeze" (or place a hold on) the balance in your Account (and in other accounts you maintain with the Bank) pending an investigation of such suspected activities. If the Bank freezes your Account, the Bank will give any notice required by the laws governing your Account.

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Force Majeure. Neither you nor the Bank shall be deemed to be in default of any of the obligations required to be performed under this Agreement if the performance thereof is delayed, hindered or becomes impossible because of any act of God or public enemy, hostilities, war (declared or undeclared), guerilla activities, terrorist activities, act of sabotage, blockade, earthquake, flood, land slide, avalanche, tremor, ground movement, hurricane, storm, explosion, fire, labor disturbance, riot, insurrection, strike, accident, civil commotion, epidemic, act of government or its agencies or officers, power interruption or transmission failure or any cause beyond the control of you or the Bank.

#### Check 21 Mandated Consumer Disclosure

#### IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT

##### Substitute Checks and Your Rights

**What is a substitute check?** To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from the Bank may be substitute checks. This notice describes rights you have when you receive substitute checks from the Bank. The rights in this notice do not apply to original checks or to electronic debits to your Account. However, you have rights under other laws with respect to those transactions.

**What are your rights regarding substitute checks?** In certain cases, federal laws provide a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think that the Bank withdrew the wrong amount from your Account or that the Bank withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on

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the amount of your refund if your Account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns interest) within 10 *Business Days* after the Bank received your claim and the remainder of your refund (plus interest if your Account earns interest) not later than 45 calendar days after the Bank received your claim.

The Bank may reverse the refund (including any interest on the refund) if it later is able to demonstrate that the substitute check was correctly posted to your Account.

**How do you make a claim for a refund?** If you believe that you have suffered a loss relating to a substitute check that was posted to your Account, please contact the Bank at 1-800-869-3557. You must contact the Bank within 40 calendar days of the date that the Bank mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the statement for your Account showing that the substitute check was posted to your Account, whichever is later. The Bank will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include –

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help the Bank identify the substitute check: the check number, the name of the person to whom you wrote the check, the amount of the check.

**Special Notice for Check Return Customers.** If you regularly receive canceled checks with the statement for your Account, on or after October 28, 2004, the Bank will not provide substitute checks with such statements. However, the statement for your Account will provide information to inform you that a substitute check has posted to your Account. Even if you do not receive a substitute check with the statement for your Account, the Bank will grant you rights described above in this notice concerning substitute checks as though you received a substitute check in the statement cycle describing the posting of it.

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### Deposits to Your Account

**General.** Unless otherwise agreed in writing, the Bank may, without inquiry, accept a deposit to your Account at any time, from any party, made in any manner including without limitation a deposit based on an image of an *Item*. The Bank may also refuse to accept all or any part of any deposit. The Bank may require that you deposit an *Item* that is made payable to you to your Account, instead of permitting you to cash the *Item*.

**Collection Items.** Upon notice to you, the Bank may, in its sole discretion, handle a *Paper Item* as a collection *Item*, instead of as a deposit. This means that the Bank sends the *Item* to the issuer's bank for payment and credits your Account when the Bank receives payment for the *Item*.

**Verification of Transactions; Right to Reverse Erroneous Credits.** All transactions, including without limitation those for which the Bank has provided a receipt, are subject to the Bank's final verification. Verification of a deposit does not occur at the teller window. Consequently, the receipt that you receive at the time of your deposit is not evidence that your deposit has been verified. The Bank may reverse or otherwise adjust any credit it believes it has erroneously made to your Account at any time without prior notice to you.

**Endorsements.** This sub-section applies if the endorsement is necessary for the transfer or negotiation of the *Item*. You authorize the Bank to supply your endorsement on any *Item* that the Bank takes for collection, payment or deposit to your Account. You also authorize the Bank to collect any unendorsed *Item* that is made payable to you without first supplying your endorsement, provided the *Item* was deposited to your Account. The Bank may refuse to pay or cash any *Item* or accept any *Item* for deposit or collection unless it is able to verify to its satisfaction that all of the necessary endorsements are present on the *Item*. For example, the Bank may require that all endorser be present at the time that an *Item* is presented to the Bank for payment or encashment or accepted for deposit or collection.

**Material Appearing on the Back of Items; Check Legends.** You are responsible for losses incurred by any person that cashes or accepts your *Paper Items* for deposit, if: (i) the loss is due to a delay in the return of the *Item*; and (ii) the delay is caused by material appearing on the back of the *Item* when it was issued or transferred by you. This material may include, but is not limited to, carbon bands, blacked out areas, and printed or written text or numbers. You are responsible for all losses, claims, damages or expenses (including attorney's fees and expenses) that result from a restrictive legend or notation on your *Paper Items*.

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**Breach of Warranties.** If you breach any warranty that you make under the laws governing your Account with respect to any *Item*, you shall not be released or otherwise discharged from any liability for such breach so long as the Bank notifies you of the breach within 120 days after the Bank learns of the breach. If the Bank fails to notify you within this 120-day period, you shall be released from liability and discharged only to the extent that the Bank's failure to provide you notice within such time period caused a loss to you.

**When Deposits are Credited to Your Account.** All over-the-counter deposits or ATM deposits to your Account which are received before the Bank's established cutoff time on any *Business Day* will be credited (and will be considered deposited) to your Account as of the close of business that day, and will be reflected in that day's ledger balance for your Account. All other deposits will be processed in accordance with the written agreements governing such deposits or, if there is no written agreement, banking practice. All deposits received after the Bank's established cutoff time on a *Business Day* or at any time on a day which is not a *Business Day* will be credited (and will be considered deposited) to your Account at the end of the next *Business Day*.

**Deposits at Bank.** The Bank's funds availability policy describes when funds deposited to your checking Account will be available to be used for all purposes. The Bank may change its collection schedule and funds availability policy from time to time, and provide any notice required by law.

**Deposits at Affiliates.** You may make deposits at an *Affiliate*, provided the *Affiliate* agrees. If you make a deposit at an *Affiliate*, the availability of the deposit for withdrawal will be described in the *Affiliate's* funds availability policy.

**Deposits of Non-U.S. Items.** The Bank may refuse to accept for deposit or collection an *Item* that is payable in currency other than U.S. dollars or an *Item* that is not drawn on a financial institution chartered in the U.S. (each, a "non-U.S. *Item*"). If the Bank accepts any such *Item* for deposit or collection, you accept all risk associated with foreign currency fluctuation (exchange rate risk) and with any late return of the *Item*. You agree that the Bank may use the Bank's current buying and selling rate, as applicable when processing a non-U.S. *Item* and may recover from the Account any loss incurred by the Bank as a result of its processing such an *Item* for you. The Bank reserves the right to place longer holds on non-U.S. *Items* than the time frames specified in the Bank's funds availability policy.

**Acts and Omissions of Other Financial Institutions.** When the Bank cashes, collects or accepts a *Deposited Item*, the Bank is not liable for the insolvency, neglect, misconduct, mistake, or default of another bank or person, or for the

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loss or destruction of a *Paper Item* or notice of nonpayment in transit or in the possession of others. If a *Deposited Item* is lost or misrouted during the collection process or its subsequent return: (i) the Bank shall have no responsibility to you for the actions or inactions of any collecting or returning bank; (ii) the Bank may charge your Account for the amount of the *Deposited Item* (and reverse any interest that may have accrued to your Account in connection with the *Deposited Item*); and (iii) you agree to cooperate with the Bank in recreating the *Deposited Item*.

***Deposited Items Returned.*** The Bank has the right to charge back to or otherwise debit any Account(s) you maintain with the Bank for any *Deposited Item* that is returned (and to reverse or recover any associated interest that may have accrued), even if you have made withdrawals against it. This right of charge back or debit is not affected by the expiration of any applicable midnight deadline, provided the Bank does not have actual knowledge that such deadline has expired or, having such knowledge, the Bank concludes that (i) the *Deposited Item* is returned in accordance with the laws governing your Account or rule (including a clearing house rule); or (ii) the Bank has received a claim that you have breached a warranty made in connection with the *Deposited Item*. The Bank has the right to pursue collection of such *Deposited Item*, even to the extent of allowing the payor bank to hold the *Deposited Item* beyond the midnight deadline in an attempt to recover payment. The Bank may, without notice to you, redeposit a returned *Deposited Item* and represent it for payment by any means (including electronic means), unless the Bank has received instructions from you not to redeposit such *Deposited Item*. The Bank will have no liability for taking or failing to take any action to recover payment of a returned *Deposited Item*.

If one of your *Deposited Items* is returned with a claim that there is a breach of warranty (for example, that it bears a forged endorsement or is altered in any way), the Bank may debit your Account for the amount of the *Item* (plus any associated fees) and pay the amount to the claiming party. The Bank is under no duty to question the truth of the facts that are being asserted, to assess the timeliness of the claim, or to assert any defense. The Bank need not give you any prior notification of its actions with respect to the claim. You agree to immediately repay any overdraft caused by the return of a *Deposited Item*. The Bank may create substitute checks from your *Deposited Items* to facilitate the forward collection of such *Items*. Certain features of a *Deposited Item* (such as security features) impair the quality of the substitute check that the Bank creates. You agree to indemnify and hold the Bank and its directors, officers, employees and agents harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney's fees and expenses) arising out of or

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in any way connected with such substitute check including without limitation any claim based on image quality of such substitute check.

**Direct Deposits Returned by the Bank.** If, in connection with a direct deposit plan, funds are deposited to your Account and later returned to the originator, the Bank may deduct the amount from that or any other Account you have, without prior notice and at any time, except as prohibited by the laws governing your Account. The Bank may also use any other legal remedy to recover the amount.

**Reconstructing Lost or Destroyed Deposited Items.** If a *Deposited Item* is lost or destroyed during processing or collection (either at the Bank or at another point in the payments system), you agree to cooperate fully with the Bank to reconstruct the *Deposited Item* by promptly:

- providing the Bank with a copy of the front and back of the *Deposited Item* from your or the issuer's records;
- asking the issuer to place a stop payment on it (at the Bank's expense) and issue a replacement *Item* to you (if the *Deposited Item* has not been paid); or
- reviewing your records and other information and conducting any additional research as may be reasonable to determine the issuer's identity (if you do not know the identity of the issuer of the *Deposited Item*).

If you fail to cooperate with the Bank, at anytime without advance notice to you the Bank may reverse or otherwise adjust any credit made to your Account for a lost or destroyed *Deposited Item*.

#### Withdrawals from Your Account

**Determining Your Account's Balance; Debiting Your Account.** In determining the balance that is available to pay *Items*, the Bank may reduce the available balance in your Account by the amount of any hold that the Bank has placed on your Account under this Agreement. Additionally, the Bank may place a hold on your Account if the Bank receives an electronic notice that an *Item* will be presented for payment or collection against your Account (a "Notice of Presentment"). The hold may remain in effect from the time the notice is received until the *Item* is presented or notice is received that the *Item* will not be presented, whichever first occurs. The Bank may conclusively rely on the information it receives in an electronic presentment or notification when determining the available balance in your Account, and the Bank will not have any liability for refusing to honor any of your *Items* because of insufficient funds, even if the electronic presentment or notification incorrectly describes the *Item*, including its amount. The Bank may debit your Account on the day an *Item* is presented by any means, including without limitation electronically, or at an earlier



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time based on notification received by the Bank that an *Item* drawn on your Account will be presented for payment or collection. A determination of the balance in your Account for purposes of making a decision to dishonor an *Item* for insufficiency or unavailability of funds may be made at any time between the presentment of the *Item* (or earlier upon receipt of any Notice of Presentment) and the time of return of the *Item*. No more than one such determination need be made.

**Order of Posting.** The Bank may post *Items* presented against the Account in any order the Bank chooses, unless the laws governing your Account either requires or prohibits a particular order. For example, the Bank may, if it chooses, post *Items* in the order of the highest dollar amount to the lowest dollar amount. The Bank may change the order of posting *Items* to the Account at any time without notice. If more than one *Item* is presented to the Bank for payment on a day the Bank determines there are sufficient funds to pay one or more but not all of the *Items*, the number of *Items* paid and the overdraft and returned *Item* fees assessed may be affected by the order that the Bank chooses to pay those *Items* (see the section entitled "Determining Your Account Balances; Debiting Your Account; Order of Posting"). For example, if the Bank pays *Items* in the order of highest to lowest dollar amount, the total number of overdraft and returned *Item* fees you are charged may be larger than if the bank were to pay the *Items* in the order of lowest to highest dollar amount.

**Paper Items Presented Over-the-Counter for Payment by a Non-Customer.** If a *Paper Item* drawn against your Account is presented over-the-counter for payment by a person who does not have a deposit account at the Bank, the Bank may charge a fee to the person presenting the *Paper Item* as a condition for payment of the *Paper Item*. The amount of the fee is disclosed in the Bank's fee and information schedule. The Bank may require identification acceptable to the Bank and not prohibited by the laws governing your Account, including a fingerprint of the person presenting the *Paper Item*. The Bank may dishonor the *Paper Item* if the person refuses to pay this fee or provide the identification the Bank requests.

**Large Cash Withdrawals.** If you want to cash a check (or make a cash withdrawal) for a very large sum, the Bank may require 5 *Business Days'* advance notice so that it can order the cash from its vault. The Bank may require that you provide adequate security but the Bank has no obligation to do so. The Bank may also require that you arrange to pick up the cash at the Bank's central vault or other location.

**Withdrawals at Affiliates.** You may make withdrawals from your Account at an *Affiliate*, provided the *Affiliate* agrees. If an *Affiliate* cashes an *Item* for you, the Bank

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may place a hold on your Account(s) for a corresponding amount of funds. If the *Item* is later returned to the *Affiliate* for any reason, the Bank may debit one or more of your Accounts at the Bank for the amount of the *Item*.

**Items Resulting from your Voluntary Disclosure of your Account Number.** If you voluntarily disclose your Account number to another person orally, electronically, or in writing, or by some other means, and the Bank determines that the context of such disclosure implies your authorization to debit your Account, the Bank may treat such disclosure as your authorization to that person to issue *Items* drawn against your Account.

**Forgeries or Missing Signatures; Alterations.** The Bank will have no responsibility for reviewing the number or combination of signatures on or with an *Item* drawn against your Account. This means that if you have indicated that more than one signature is required in connection with an *Item* drawn on your Account, the Bank will have no liability to you if a transaction is conducted on or through your Account contrary to the signature requirements you have specified, provided at least one of the required signatures appears on or with the *Item*. The Bank will have no liability to you for failing to detect a forgery of your signature or an alteration of one of your *Items*, if the forgery or alteration is such that a reasonable person could not reasonably be expected to detect it.

**Dates and Special Instructions on Paper Items.** The Bank may, without inquiry or liability, pay one of your *Paper Items* even though: (i) special instructions written on the *Paper Item* indicate that the Bank should refuse payment (e.g., "Void after 30 days," "Paid-In-Full," or "Void over \$100"); (ii) the *Paper Item* is stale-dated (i.e., it bears a date that is more than 6 months in the past), even if the Bank has knowledge of the date on the *Paper Item*; (iii) the *Paper Item* is post-dated (i.e., it bears a date in the future); or (iv) the *Paper Item* is not dated. In addition, the Bank may pay in U.S. dollars the amount that has been MICR-encoded on your *Paper Item*, even though you have purportedly drawn the *Paper Item* in a foreign currency.

**Facsimile or Mechanical Signatures.** If you have elected to use a facsimile or other mechanical signature (including a stamp) to sign or endorse a *Paper Item*, the Bank may rely on that signature (or any signature that purports to be your facsimile or other mechanical signature) as your authorized signature without regard when or by whom or by what means or in what ink color such signature may have been made or affixed to a *Paper Item* deposited to or drawn against or otherwise debited from your Account.

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**Stop Payment Orders; Notices of Post-Dating**

**General.** "Stop payment order" refers to both an order to the Bank not to pay a *Paper Item* and to a notice of post-dating. To be effective, a stop payment order must be received in a time and manner that gives the Bank a reasonable opportunity to act on it before paying, accepting, certifying, cashing or otherwise becoming obligated to pay your *Paper Item* as provided in the Uniform Commercial Code. Each stop payment order is subject to the Bank's verification that the *Item* described in the order has not been paid. This verification may occur subsequent to the time the Bank accepts the stop payment order.

If more than one *Item* is presented to the Bank for payment on a day the Bank determines there are sufficient funds to pay one or more but not all of the *Items*, the number of *Items* paid and the overdraft and returned *Item* fees assessed may be affected by the order that the Bank chooses to pay those *Items* (see the section entitled "Order of Posting.") For example, if the Bank pays *Items* in the order of highest to lowest dollar amount, the total number of overdraft and returned *Item* fees you are charged may be larger than if the Bank were to pay the *Items* in the order of lowest to highest dollar amount.

**Content of Stop Payment Order.** The Bank requires the exact (i) name of the payee, (ii) account number on which *Paper Item* is drawn, (iii) *Paper Item* amount and (iv) the *Paper Item* number or a range of *Item* numbers. The Bank may, at its sole discretion, use only a portion of the required information in order to identify a *Paper Item*. Failure to provide correct and complete information may make it impossible for the Bank to stop payment of the *Paper Item*. You agree to indemnify and hold the Bank harmless from and against any loss incurred by the Bank as a result of the Bank's paying a *Paper Item* if any of the information relied upon in the stop payment order is incorrect or incomplete.

**Effective Period of Stop Payment Order; Renewal; Revocation.** The Bank need not honor a written stop payment order for more than six (6) months. It is your obligation to remove a stop payment order for a post-dated *Paper Item* once the *Paper Item* is no longer post-dated. You must renew its stop payment order if you do not want the stop payment order to expire. Each renewal is treated as a new stop payment order. The Bank may pay a *Paper Item* after a stop payment order has expired, even though the *Paper Item* is more than six (6) months old. An instruction to revoke a stop payment order must be received in a time and manner that gives the Bank a reasonable opportunity to act on it.

**Liability to Holders in Due Course.** Notwithstanding the timely return of any *Paper Item* due to a valid stop payment order, you may still be liable under the laws governing your Account for the amount of that *Item*.

**Paper Items Paid Over Valid Stop Payment Orders.** If the Bank pays a *Paper Item* over a valid stop payment order, the Bank may require you to provide the Bank with an affidavit describing in detail the dispute with the payee. If the Bank re-credits your Account after a post-dated *Paper Item* over a valid and timely notice of post-dating, the Bank may charge your Account for the amount of the *Paper Item* as of the date of the *Paper Item*, unless you have given the Bank a new stop payment order.

#### Overdrafts; Security Interest; The Bank's Right to Setoff

**Overdrafts and Insufficient Funds.** The Bank may, at its option, pay or refuse to pay any *Item* if it would create an overdraft on your Account, without regard to whether the Bank may have previously established a pattern of honoring or dishonoring such an *Item*. The Bank may take the following actions if the Bank receives an *Item* (including an ATM or POS *Item*) drawn against your Account and there are insufficient available funds in your Account to cover the *Item* without prior notice to you:

- Cover the *Item* in accordance with the terms of any written overdraft protection plan that you and the Bank have established.
- Pay the *Item* and create an overdraft to your Account.
- Return the *Item*. The Bank may return the *Item* (or if the *Item* is an ATM or POS *Item*, decline the *Item*) if the *Item* would create an overdraft on your Account.

You agree to pay the Bank's fee that may vary depending on the action it takes. Any negative balance on your Account is immediately due and payable, unless the Bank agrees otherwise in writing, and you agree to reimburse the Bank for the costs and expenses (including attorney's fees and expenses) it incurs in recovering the negative balance (including overdraft and associated fees).

**Overdraft Protection Plans.** Enrollment in one of the Bank's overdraft protection plans can help you avoid the fee that the Bank may charge for each *Item* that is paid or returned against insufficient funds. The types of accounts that can be linked for overdraft protection are determined solely by the Bank and will vary depending on the checking account you have. Eligible accounts may include credit accounts and deposit accounts at the Bank. If you link both a credit account and deposit account for overdraft protection, you may choose which account from which you want funds advanced first. If you do not indicate which account the Bank should advance funds from first, the Bank will first

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advance available funds from your credit account subject to the availability of credit pursuant to the terms of the credit agreement, and then from your Account. If there is not enough credit or funds available to cover the entire amount of an *Item* presented for payment, the *Item* may be returned unpaid and a fee charged.

**Security Interest; the Bank's Right to Setoff.** To secure your performance of this Agreement, you grant the Bank a lien on and security interest in your Account at the Bank and your accounts with any *affiliate* of the Bank. In addition, you acknowledge that the Bank may setoff against any accounts you own at the Bank (including matured and unmatured time accounts) for any obligation you owe the Bank at any time and for any reason as allowed by the laws governing your Account. These obligations include both secured and unsecured debts and debts you owe individually or together with someone else. The Bank may consider this Agreement as your consent to the Bank's asserting its security interest or exercising its right of setoff should any laws governing your Account require your consent. The Bank's security interest and its right of setoff shall not apply if such security interest or right would invalidate the tax-deferred status of any tax-deferred retirement account (e.g., a SEP or an IRA) that you maintain with the Bank. If your Account is an unmatured time account, the Bank may deduct any early withdrawal fee that may be due as a result of the Bank having exercised its right of setoff. If you have a Sweep Account, you also authorize the Bank to redeem your shares in the Designated Money Market Fund and apply the proceeds to any obligation you owe the Bank. The rights described in this sub-section are in addition to and apart from any other rights, including any rights granted under any security interest that you may have granted to the Bank.

#### Bank Fees

**General.** You agree to pay the Bank in accordance with the fees set out in the fee and information schedule applicable to your Account. You also agree to pay an amount equal to any applicable taxes, however designated, exclusive of taxes based on the net income of the Bank.

**Payment of Fees.** The Bank may either directly debit your Account or invoice you for Bank fees and charges and taxes incurred in connection with your Account and any Service.

#### Checking Subaccounts

For each checking account, the Bank may establish on your behalf, a master account and two subaccounts. All information that is made available to you about your Account will be at the master account level. The subaccounts are composed of a savings account and a transaction account. On the first day of each month, the

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Bank will allocate funds between the two subaccounts as it deems appropriate. *Items* received by the Bank that are drawn against your master account will be presented for payment against the transaction subaccount. Funds will be transferred from the savings subaccount to cover checks presented against the transaction subaccount as may be needed. On the sixth transfer from the savings subaccount during a statement period all of the funds on deposit in the savings subaccount will be transferred to the transaction subaccount. If your Account earns interest, the use of subaccounts will not affect the interest you earn.

#### Form of Account Ownership

**Accounts Owned by More than One Person.** If two or more of you open an Account together, the Bank may presume that it is owned by all of you as joint tenants with right of survivorship, unless: state laws governing your Account do not permit such a presumption; state laws governing your Account consider your Account as community or marital property; or the Bank otherwise agrees with you in writing that the Account is owned in some other capacity. Regardless of the form of ownership, the Bank is not obligated to separately record each co-owner's interest in the Account.

Not every form of ownership described below is available in every state:

- *Joint tenants with right of survivorship.* If your Account is held by you as joint tenants with right of survivorship and one of you dies, the Account is payable to any surviving co-owner, subject to the Bank's right of setoff and security interest in the Account.
- *Tenants-in-common.* If your Account is held by you as tenants-in-common and one of you dies, the Bank may pay the Account, subject to the Bank's right of setoff and security interest in the Account, in whole or in part, to any surviving co-owner or to the personal representative, heirs or successors of the deceased owner.
- *Community property.* If your Account is held as community property, the owners of the Account are husband and wife, and each has an equal and undivided interest in the Account during their lifetimes. When one spouse dies, ownership does not automatically pass to the survivor; rather, the deceased spouse can pass his or her interest by will. Community property does not exist in every state. You should ask your own legal adviser to determine whether your Account will be treated as community property.
- *Marital property.* If your Account is held as a marital account, the owners of the Account are husband and wife, and each has an equal and undivided interest in the Account during their lifetimes. When one spouse dies,

50% of the funds belong to the surviving spouse and 50% of the funds belong to the estate of the deceased spouse, or if applicable, are paid to the pay-on-death (POD) beneficiary. A marital account is available only in the state of Wisconsin, and only if the Bank agrees in writing to establish your Account as a marital account.

**Pay-on-Death (POD) Accounts.** Regardless of how it is designated, an account that is payable on your death (or the death of the last surviving co-owner) to one or more named payees is considered a POD account. A POD account may be alternatively described as "payable on death," "POD," "in trust for," "ITF," "transfer on death," "TOD," a "Totten Trust" or otherwise. An Account that is owned by one or more persons as trustee for one or more beneficiaries is also a POD account if: the account is to be paid to the beneficiaries only on your death or the death of the last surviving co-owner; the relationship of the trustees and the beneficiaries is established by this Agreement; and there is no subject of the trust other than the sums on deposit in the Account.

A payee or beneficiary must survive all owners to have an interest in the Account. You may change, add or remove the name of any payee or beneficiary anytime by giving proper written notice to the Bank. If at the time you die (or the last surviving co-owner dies), a payee or beneficiary is a minor, the Bank may in its discretion transfer the payee's or beneficiary's interest to the person who is appointed custodian for that payee or beneficiary according to the applicable Uniform Transfers/Gifts to Minors Act.

**Uniform Transfers/Gifts to Minors Act Accounts.** An account established under a state's Uniform Transfers/Gifts to Minors Act is controlled by the custodian (or a successor custodian). Only the named custodian (or successor custodian) is authorized to instruct the Bank regarding the Account. The Bank may, however, disclose information about the Account to the minor or the minor's representative. When the minor reaches the age that transfer by the custodian to the minor is mandated, or anytime thereafter, the Bank may pay the funds on deposit in the Account to the minor in accordance with the custodian's duty without waiting for instructions from the custodian. The custodian agrees to keep the Bank informed of the minor's location.

**Minor-by Accounts.** One or more adults may open an account in the name of the minor as allowed by the Bank or state laws governing your Account. (An "adult" is a person who has reached the age of majority.) Beneficial ownership of the funds deposited in the Account vests exclusively in the minor. Control of the Account is vested exclusively in the adult throughout the period of minority. If there is more than one adult, each may act independently. The Bank is not obligated to inquire about or investigate

the application of the funds. When the minor reaches the age of majority, the Bank may act on the instructions of either the minor or the adult. If the adult (or the last of the adults to survive) dies before the minor reaches the age of majority, the Bank may transfer the funds to the person who is appointed custodian according to the Uniform Transfers/Gifts to Minors Act, as enacted in the state in which the Bank branch holding the Account is located.

**Transferring an Interest in Your Account.** To be effective, an assignment must be agreed to by all co-owners and accepted in writing by the Bank. If you attempt to pledge, assign or in any other manner transfer all or a part of any interest in or to your Account, the Bank is not bound by the transfer or assignment until the Bank acknowledges its acceptance in writing. The Bank does not have to accept or in any way recognize the transfer, and the Bank is not obligated to make any further inquiry regarding the matter. The Bank does not need to acknowledge or in any way respond to or act on any document the Bank receives that claims to assign or transfer any interest in your Account. If the Bank does accept or in any way recognize the transfer, the Bank may, in its sole discretion, make such acceptance or recognition conditional. Unless the Bank expressly agrees in writing to the contrary, any rights of a transferee or an assignee are subject to the Bank's right of setoff and security interest in the Account, and you are responsible for notifying such transferee or assignee of such fact. The Bank is not obligated to notify you or any other person before the Bank disburses any funds from your Account according to what the Bank in good faith believes to be the terms of the transfer or assignment.

**Reliance on Bank Records to Determine Ownership.** The Bank may rely solely on its records to determine the form of ownership of your Account. The Bank may presume that any person named in addition to you in its records for your Account owns the funds in your Account with you as a co-owner, unless the Bank's records indicate that the person is an *Authorized Signer* or has some other relationship to the Account.

**Failure to Supply Signature.** The failure of a person identified in the Bank's records as an owner or a co-owner of an account to sign a signature card (or other account-related documentation) does not prevent the Bank, in its sole discretion, from treating such person as an owner or a co-owner of that Account, and the Bank is not liable to anyone else as a result.

**Instructions of Co-Owners and Their Representatives.** The Bank may act on the instructions of any co-owner (or a co-owner's legal representative), including instructions to withdraw or transfer funds, make payments or close the Account. The Bank may pay any sums in the Account on request of any co-owner (or a co-owner's legal



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representative), regardless of their contributions, whether any other co-owner is then incapacitated or deceased or whether the Account includes a right of survivorship. The Bank may act on the instructions of any co-owner of an Account to open additional, like-titled accounts, provided the same signature requirements apply to such accounts.

**Joint Liability.** If there is an overdraft to your Account, you are each individually and jointly liable for the amount, regardless of who caused or benefited from the overdraft. If there is a setoff, the Bank's enforcement of its security interest in your Account, or legal action (such as a third party garnishment, seizure, forfeiture or tax levy) affecting any co-owner, the Bank may treat all funds in the Account as belonging to the person against whom the setoff, enforcement of the security interest or other legal action is directed. If your Account is closed for unsatisfactory handling, the Bank will report all of you to the consumer reporting agencies.

**Death or Incompetence.** You agree to notify the Bank immediately in writing if any co-owner or *Authorized Signer* on your Account dies or is declared incompetent by a court. You also agree to instruct all owners and *Authorized Signers* on your Account to notify the Bank of such an event.

#### Miscellaneous

**General.** This Agreement constitutes the entire agreement between you and the Bank and supersedes prior oral or written representations, conditions, warranties, understandings, proposals or agreements regarding your Account and any Service. Headings do not constitute a part of this Agreement. No person or entity will be deemed to be a third party beneficiary under this Agreement.

**Acceptable Form of *Paper Items*, Document and Image Quality.** You agree to comply with the Bank's specifications for *Paper Items*, including without limitation paper stock, dimensions, and other generally applicable industry standards for *Paper Items* and to include on your *Paper Items* the Bank's name and address as directed by the Bank. Certain features (such as security features) of an original *Paper Item* issued by you or any *Deposited Item* may impair the image quality of a substitute check, purported substitute check or electronic item, that the Bank or any third party creates from that *Paper Item* or *Deposited Item*. The Bank will not be liable for any claims, demands, judgments or expenses (including attorney's fees and expenses) paid, suffered or incurred by you, and you will indemnify and hold the Bank harmless from and against any claims, demands, judgments or expenses (including attorney's fees and expenses) paid, suffered or incurred by the Bank, arising directly or indirectly as a result of or in connection with the untimely return of any check you have issued as

a result of, and any presentment-related problem resulting from, the failure of the check to conform in any respect to the Bank's specifications for *Paper Items*, including without limitation, failure to include the Bank's full name and address on the *Paper Item*.

**Account Conversion.** The Bank may convert your Account to another type of deposit account offered by the Bank at any time, provided the Bank gives you any advance notice that may be required. If you have a high volume of activity, inappropriate activity, or a negative balance or if the Bank stops offering the type of account you have, the Bank may convert your Account to another type of account designed to accommodate your needs. The Bank will give you more information about your new Account when it converts your Account.

**Business Days.** Every day is a business day except Saturdays, Sundays and federal holidays.

**Closing Your Account.** You may close your Account at any time. The Bank may, in its sole discretion, close your Account at any time. If it does, it may send the collected balance on deposit in your Account by ordinary mail to your most recent address shown on the Bank's records. The Bank may, but shall not be required to, allow you to leave on deposit sufficient funds to cover outstanding *Items* to be paid from your Account. If the Bank does allow such funds to remain on deposit, the terms and conditions of this Agreement shall continue until the Bank makes a final disbursement from your Account. If the Bank does not allow you to keep any funds on deposit, the Bank will not be liable for any loss or damage that may result from dishonoring any of your *Items* that are presented or otherwise received after your Account is closed.

**Contract Language.** English is the controlling language of the relationship between you and the Bank. The Bank may translate its forms, disclosures and advertisements into another language for your convenience. However, if there is a discrepancy between the Bank's English language materials and the materials in another language, the English language version is controlling, unless (i) the Bank otherwise agrees with you in writing; or (ii) the laws governing your Account specifically provide for a different result. You agree to issue *Paper Items* in English. You further agree that the Bank will not be liable for any losses incurred if you do not comply with this restriction.

**Credit Reports.** You authorize the Bank to make any inquiries that it considers appropriate to determine if it should open and maintain your Account. This may include ordering a credit (or other) report (e.g. information from any motor vehicle department or other state agency) on you.

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**Disclosure of Information.** Generally, absent your consent, the Bank will not disclose information about your Account, but may do so under the following circumstances: (i) to comply with a statute, regulation, or rule; (ii) in connection with examinations by state and federal banking authorities; (iii) to comply with any legal process, including without limitation a subpoena, search warrant or other order of a government agency or court; (iv) when the Bank determines that disclosure is necessary or appropriate in order to complete a transaction; (v) to verify the existence and condition of your Account for a third party, such as a merchant or credit bureau; (vi) to provide information to your legal representative or successor; (vii) to report the involuntary closure of your Account; (viii) when the Bank concludes that disclosure is necessary to protect you, your Account, or the interests of the Bank; (ix) to agents, independent contractors, and other representatives of the Bank in connection with the servicing or processing of your Account or account transactions, or similar purposes; (x) to its affiliated banks and companies; or (xi) if you give your permission.

**Dormant and Unclaimed Accounts.** Your Account is dormant if, for one year for a checking account or three years for a savings or time account, there is no customer initiated activity (except where state laws governing your Account require otherwise). If your Account is dormant, the Bank may hold all statements for your Account, but normal maintenance and other fees continue to apply except where prohibited. ATM and Point-of-Sale access may also be blocked. If your Account remains dormant and is unclaimed by you for the period required under the state laws governing your Account, the Bank is required by that law to "escheat" the funds; that is, to deliver the funds in your Account to the state. The Bank may charge a fee for mailing an escheat notice. When the funds in your Account are delivered to the state, your Account is closed, and no interest accrues. To recover funds delivered to the state, you must file a claim with the state. For Sweep Accounts, your shares in the Designated Money Market Fund are redeemed as necessary in connection with such a transfer.

**Laws Governing Your Account.** Your Account is governed by the laws and regulations of the United States and, to the extent applicable, the laws of the state in which the office of the Bank that maintains your Account is located (unless the Bank has notified you in writing that the laws of another state shall govern your Account), without regard to conflicts of laws principles, or clearing house rules and the like. If you were not physically present at an office of the Bank when you opened your Account (for example, if you opened your Account by phone, through the mail, or over the Internet), your Account will be governed by the laws of the state in which the main office of the Bank is located, unless the Bank notifies you that your Account has been assigned

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to a particular office of the Bank. If the Bank does notify you that your Account has been assigned to a particular office, the laws of the state in which that office is located will govern your Account.

The Bank and you agree that any lawsuits, claims, or other proceedings arising from or relating to your Account or this Agreement, including without limitation, the enforcement of the Arbitration Agreement in this Agreement and the entry of judgment on any arbitration award, shall be venued exclusively in the state or federal courts in the state whose laws govern your Account (unless the Bank has notified you that your Account will be assigned to a particular office, in which case it shall be venued exclusively in the state or federal courts located in the state in which that office is located), without regard to conflict of laws principles.

**Limit on Number of Accounts.** The Bank reserves the right to limit each account type to one per account holder or per household. The term "household" refers to all persons occupying an individual housing unit, whether a single person or two or more unrelated persons.

**Modification of Agreement.** The Bank may in its sole discretion from time to time change this Agreement by adding new provisions or by modifying or deleting existing provisions. Each such addition, modification or deletion is referred to in this Agreement as a "modification." When the laws governing your Account requires the Bank to notify you of a modification of this Agreement, the Bank may do so by posting notice of the modification in the Bank's home page ([www.wellsfargo.com](http://www.wellsfargo.com)), by including a message on or with the statement for your Account, or by any other means that the Bank considers appropriate, unless the laws governing your Account requires notice by a specific means. In addition, the Bank may agree in writing (or otherwise) to waive a provision of this Agreement including without limitation a fee (a "waiver"). The Bank may, upon prior written notice to you, revoke any waiver. Your continued use of your Account or a related Service including a balance inquiry or any other communication with the Bank about your Account following the effective date of any modification of this Agreement, or revocation of any waiver will show your consent to that modification, or revocation of waiver.

Each of the rules, terms, and conditions set forth in this Agreement stand alone. Any term or condition contained in this Agreement which is inconsistent with the laws governing your Account will be deemed to have been modified by the Bank and applied in a manner consistent with such laws. Any term of this Agreement which a court of competent jurisdiction determines to be unenforceable or invalid will not affect the enforceability or validity of the remaining provisions of this Agreement.

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**Monitoring and Recording Communications.** The Bank may monitor, record and retain telephone conversations, electronic messages, electronic records and other data transmissions between you and the Bank at any time without further notice to anyone, unless further notice is otherwise required by the laws governing your Account, and will have no liability for doing or failing to do so.

**No Fiduciary Relationship.** The Bank's relationship with you concerning your Account is that of debtor and creditor; no fiduciary, quasi-fiduciary, or special relationship exists between you and the Bank.

## II. Additional Terms Applicable To All Checking Accounts

**Negotiable Order of Withdrawal ("NOW") Accounts; Draft Access Savings Accounts.** In addition to checking accounts, this section also applies to negotiable order of withdrawal accounts ("NOW accounts") and, if authorized by the Bank, drafts drawn against savings accounts. The Bank has the right to require seven (7) days' written notice before you withdraw money from your NOW Account.

**Reordering Checks.** You can reorder checks by mailing the reorder form enclosed in your current order of checks or by calling the Bank at the telephone number shown on your statement for your Account. If you or a third party prints your checks, the Bank shall have no liability to you if the Bank is unable to process such checks by automated means.

## III. Additional Terms Applicable To All Interest-Bearing, Savings And Time Accounts

### Interest-Bearing Accounts

**Variable/Fixed-Rate Accounts.** An interest-bearing account may be either a variable-rate or a fixed-rate account. Unless the Bank has specified otherwise in writing, your Account will be a variable-rate account. That means the Bank may in its sole discretion change the interest rate on your Account at any time. Excluding time accounts, the Bank may change the interest rate on fixed-rate accounts provided it pays the new interest rate for at least 30 days.

**Method Used to Calculate Earned Interest.** The Bank may use either the average daily collected balance or daily collected balance method to calculate interest. The average daily collected balance method applies a periodic rate to the average daily collected balance for the period. The average daily collected balance is calculated by adding collected balance for each day and dividing by the number of days in the period. The daily collected balance method applies a daily periodic rate to collected balance each day.

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Unless the Bank has specified otherwise in writing, it will use the daily collected balance method to calculate interest. If your Account is a tiered-rate account, the Bank may pay the same interest rate on more than one tier.

**Interest Accrual.** If you deposit a non-cash *Item*, such as a check, interest begins to accrue no later than the *Business Day* the Bank receives credit for the deposit of that *Item*. This may not be the same day that you deposit the non-cash *Item* to your Account.

**Compounding and Crediting.** Interest will compound on a daily basis. For checking and savings accounts, interest will be credited on a monthly basis. For time accounts, the Bank will notify you separately as to the frequency with which interest will be credited to your Account.

**Interest Adjustments.** If you receive a statement for your Account, an interest adjustment may be reflected on the statement for your Account for the month after it occurs rather than the month in which it occurs.

**Tax Identification Number Certification.** In most instances, Treasury regulations require the Bank to obtain a tax identification number for each account. To avoid backup withholding tax on accounts that earn interest or dividends, you must submit Internal Revenue Service ("IRS") Form W-9 or Form W-8BEN to the Bank. U.S. citizens or other U.S. persons, including resident alien individuals, must provide a Form W-9. If you are a non-resident alien, you must provide a Form W-8BEN. Until the Bank has received the completed and signed Form W-9 or W-8BEN, the Bank may either not pay interest or pay interest and comply with the backup withholding requirements of the IRS. If your Account is an interest bearing checking or savings account, it will begin earning interest at the rate in effect on the date the Bank receives the Form W-9 or W-8BEN. If your Account is a time account, it will earn interest at the rate in effect on the date opened or the date of last maturity, whichever is later. If, at any time, the Bank receives information which indicates that someone other than you is using the same Tax Identification Number ("TIN") that you certified as your TIN on Form W-9, and the Bank is not able to determine to its own satisfaction that the TIN has been assigned to you, the Bank may at its option and without notice stop paying interest on your Account, continue paying interest but comply with the backup withholding requirements of the IRS and/or take any other action which the Bank believes is reasonable in the circumstances. Upon the death of the primary owner, the Bank must be provided with your estate's or successor's TIN or the Bank may either refuse to pay interest earned on your Account since the date of your death or withhold a portion of the interest that has been earned on your Account since the date of your death.

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**Annual Percentage Yield and Annual Percentage Yield Earned.** The Bank may periodically disclose the annual percentage yield that is applicable to your Account. The "annual percentage yield" (APY) is a percentage rate that reflects the total amount of interest paid on the Account. It is based on the interest rate earned on the Account and the frequency of compounding for a 365-day period. If you receive a statement for your Account, that statement will include the APY earned on your Account for the period covered by the statement. The "annual percentage yield earned" (APYE) is an annualized rate that reflects the relationship between the amount of interest actually earned on your Account and the average daily balance in the Account. Both the APY and the APYE are calculated according to formulas established by federal regulations. The APY that is disclosed in connection with your Account may not be the same as the APYE that appears on the statement for your Account.

#### Savings Accounts

**The Bank's Right to Require Notice.** The Bank has the right to require seven days' written notice before you withdraw money from your savings Account.

**Limitations on Transfers from Your Savings Account.** Federal Reserve Board Regulation D limits preauthorized transfers, automatic transfers, on-line transfers, point-of-sale purchases, payments to other persons, and transfers by telephone from your savings Account to six a month. Preauthorized transfers include automatic bill payments, transfers to your other accounts with the Bank, transfers pursuant to an Overdraft Protection Plan or automatic transfers to other persons that you have authorized the Bank to make. If the Bank permits transfers from your savings Account by check, draft, point-of-sale purchases, check card or any similar order for withdrawal, no more than three of the six transfers may be made by such means in a calendar month or statement cycle. If the Bank determines that you are exceeding the limits described above on more than an occasional basis, the Bank will, at its option, either close your savings Account and transfer the funds on deposit in your Account to another account that you are eligible to maintain, or terminate your right to make transfers and write *Items* against your savings Account.

#### Time Accounts

**General.** Time accounts include deposits which are payable, either on a specified date or at the expiration of a specified time, no less than 7 calendar days after the date of deposit. The Bank may refer to a time account as a "CD" or a "certificate of deposit," even though the time account is not represented by a certificate.

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**Certificated Time Accounts.** If you receive a certificate evidencing your time Account, the Bank may require you to present the certificate and any amendments to receive payment or transfer ownership.

**Maturity Date.** Your time Account will mature at the end of the term stated on your receipt, disclosure or certificate, as applicable.

**Time Requirements.** You agree to keep your funds on deposit until the maturity date. You may make withdrawals from your time Account on the maturity date or within the grace period after that date. The Bank will not agree in advance to allow withdrawal before maturity.

**Payment of Interest.** If you have elected a payment of interest other than a credit to your time Account, the Bank may in its discretion terminate it in favor of crediting your time Account. Ordinarily, such discretion will be exercised when an interest payment mailed to your Account address has been returned undelivered or when an account to which your interest payments were automatically credited has been closed, or if the interest payment amount is less than any minimum amount disclosed in the fee and information schedule.

**Additional Deposits.** You may not make additional deposits to your time Account, unless the Bank otherwise agrees in writing.

**Withdrawal of Interest Prior to Maturity.** The Annual Percentage Yield (APY) disclosed to you assumes that interest will remain on deposit until maturity. A withdrawal of interest prior to maturity will reduce earnings.

**Renewal Policies.** If your time Account is automatically renewable, at maturity it will renew (i) for a like term; and (ii) at the Bank's interest rate in effect on the maturity date for a new time account of the same term and amount, unless the Bank has notified you that it will not renew your Account. You may withdraw your funds anytime during the grace period without a fee. If you do, the Bank will not pay interest for that period on the funds withdrawn. If your time Account is not automatically renewable and you do not withdraw the funds on the maturity date, the funds will be placed in a non-interest bearing savings account.

#### IV. Sweep Accounts

This Part, your Sweep Account application and the prospectus for the *Wells Fargo* money market fund you designate when you open your Account ("Designated Money Market Fund")<sup>4</sup> contain the additional provisions that govern your Sweep Account. These documents, which the Bank may modify from time to time, are referred to in this Part as the "Governing Documents" for your Sweep Account. By opening your Sweep Account, you appoint the Bank as your agent to purchase and redeem shares in



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the Designated Money Market Fund as described in the Governing Documents.

Your Sweep Account consists of a transaction account ("Transaction Account") that is linked to a Designated Money Market Fund through a custodial account at the Bank ("Bank Custodial Account") where funds are held for your benefit before the Bank purchases shares for you in the Designated Money Market Fund. Each funds business day, the Bank calculates the difference between the deposits to and withdrawals from your Transaction Account. The difference is referred to as the "Net Sweep Amount." For purposes of your Sweep Account, a "funds business day" is each Monday through Friday, except federal holidays and days on which the Bank or *Wells Fargo Funds* are not open for business.

On any funds business day when your total deposits to your Transaction Account exceed the total of all *Items* presented on your Transaction Account, the Bank will sweep the Net Sweep Amount from your Transaction Account into the Bank Custodial Account, where these funds will be held for your benefit. On the following funds business day, the Bank will use these funds to purchase shares for you in the Designated Money Market Fund.

On any funds business day when the total of all *Items* presented on your Transaction Account exceeds your total deposits to your Transaction Account, the Bank will sweep funds from the Bank Custodial Account to your Transaction Account in an amount equal to the lesser of the Net Sweep Amount or the total value of your shares in the Designated Money Market Fund. On the following funds business day, the Bank will redeem your shares in the Designated Money Market Fund for the amount that it swept from the Bank Custodial Account to your Transaction Account (on the preceding funds business day).

Funds in your Transaction Account are eligible for FDIC insurance coverage. Funds that the Bank holds for your benefit in the Bank Custodial Account, either before the Bank purchases shares for you in the Designated Money Market Fund or after the Bank redeems your shares, are also eligible for FDIC insurance coverage. Shares in the Designated Money Market Fund are not FDIC insured.

**\* NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE \***

An investment in a *Wells Fargo* money market fund (a "Fund") is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although each Fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money investing in a Fund.

Wells Fargo Funds Management, LLC, a wholly-owned subsidiary of Wells Fargo & Company, provides investment advisory and administrative services for the

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*Wells Fargo Funds* Other affiliates of Wells Fargo & Company provide sub-advisory and other services for the Funds. The Funds are distributed by *Stephens Inc.*, Member NYSE/NPC. Wells Fargo & Company and its affiliates are not affiliated with *Stephens Inc.*

For more complete information about the *Wells Fargo* money market fund, including risks, fees and expenses, obtain a current prospectus.

Please read the prospectus carefully before investing.

The Bank maintains your shares in the Designated Money Market Fund in a sub-account of an account in the Bank's name at the Designated Money Market Fund. You may access your shares in the Designated Money Market Fund *only* through your Sweep Account. You cannot exchange your shares in the Designated Money Market Fund for shares in any other *Wells Fargo Funds*, and you cannot exchange your shares in any other *Wells Fargo Funds* for shares in the Designated Money Market Fund. The prospectus contains detailed information about the Designated Money Market Fund, including information about dividends, tax treatment for investments in Designated Money Market Funds shares, charges and expenses. Consult your tax advisor regarding the tax consequences of your investment in the Designated Money Market Fund through your Sweep Account.

You cannot withdraw dividends that have accrued on your shares in the Designated Money Market Fund until those dividends are paid and credited. If your Sweep Account is closed before the end of a month, you will not receive dividends that accrued on your shares in the Designated Money Market Fund until they are paid at month end. If your Sweep Account is closed at month end, dividends may, in certain circumstances, accrue on your shares in the Designated Money Market Fund for the first one to three days of the following month, and these dividends will be paid at the end of that following month.

Deposits to your Sweep Account may not be included in your Net Sweep Amount on the same day that the Bank receives them. The Bank credits cash and *Items* drawn on the Bank to your Net Sweep Amount on the same funds business day that the Bank receives them. The Bank credits local checks (as defined in the funds availability policy) to your Net Sweep Amount on the first funds business day after the Bank receives them. The Bank will credit all other checks to your Net Sweep Amount by the second funds business day after the Bank receives them. On any funds business day that you make a deposit at a Bank office or ATM by the cut-off time posted at the office or ATM, your deposit is made on that funds business day. If you make a deposit after the cut-off time, your deposit is made on the next funds business day. Cut-off times for offices and ATMs may differ.

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The Bank may take up to one full statement cycle to execute your instructions to (i) convert another Account in your name at the Bank to a Sweep Account or to convert your Sweep Account to another Account at the Bank; and (ii) change the Designated Money Market Fund.

#### V. Selected Services

**Check Safekeeping.** In lieu of returning each of your paid *Paper Items*, the Bank may provide the *Paper Item* number, amount and date of payment in the statement for your Account. If the *Paper Items* are not returned to you, the front and back of each *Paper Item* processed and paid against your Account are copied by microfilm or by other means. Unless the laws governing your Account require a longer period, the copies are retained by the Bank for a period of seven years from the date the *Paper Item* is charged against your Account. As soon as the *Paper Item* is copied, it may be destroyed. Within a reasonable time after the Bank receives your request, it will furnish a copy provided that the request is made within the retention period for that *Item*.

#### VI. Electronic Banking Services

This part describes the Bank's account-related electronic banking Services, and provides the terms applicable to these Services. In general, these Services provide ways to transfer funds electronically to and from your Account using an ATM Card or Check Card linked to the Account and/or a Personal Identification Number ("PIN"). The Bank may limit the availability of these Services at any time, and all of these Services may not be available at each Bank location. The Bank may require you or the Cardholder to sign a separate agreement to obtain these Services. If there is a conflict between the separate agreement and this Agreement, the separate agreement will control. Additional terms and conditions, if any, applicable to these Services are provided in the fee and information schedule.

##### ATM Cards and Check Cards

The Bank may in its sole discretion limit the availability of electronic banking services as it considers appropriate. Additional disclosures, if any, applicable to these Services may be included in the fee and information schedule.

**Issuance of a Card and PIN.** Subject to qualification, the Bank may issue a Card and a Secret Code or personal identification number ("PIN") to each Cardholder to access account(s) linked to your Card (each, a "linked account") at automated teller machines (each, an "ATM") and, for Wells Fargo ATM Cards or Wells Fargo Check Cards, where offered, at Point-of-Sale ("POS") network merchants.

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**Instant ATM Card.** The *Instant* ATM Card is a temporary ATM Card that permits you to access the funds in your designated Accounts through an ATM. The Bank may permit the *Instant* Card to be used to make POS purchases at participating merchants. The Bank may not issue the *Instant* ATM Card at all Bank branches. *Instant* ATM Cards expire 21 days after issue.

**Use of the Card.** The specific functions that can be performed depend on the type of Card that the Bank agrees to issue. Some services may not be available at all locations.

**Illegal Transactions.** Your Card must not be used for any unlawful purpose (for example, funding any account that is set up to facilitate Internet gambling). You agree to take steps to ensure each Cardholder will not use his or her Card or any linked account for any transaction that is illegal under the laws governing your Account.

**Protecting the Card and Secret Code (PIN).** Take care of the Card and PIN as you would your checks and other important documents. Each Cardholder must have his or her own unique PIN for the Card, which may be embossed with his or her name. Each Cardholder is responsible for maintaining the confidentiality of the PIN. Memorize the PIN. Never write the PIN on the Card or share it with anyone, including Bank personnel. Never allow anyone else to use, borrow or obtain the Card or PIN. If the Card and/or PIN are given to another person, the Account owner will be responsible for all transactions made by that person or anyone else to whom that person gives the Card and/or PIN. Notify the Bank immediately if the Card is lost or stolen or is no longer secure.

**Wells Fargo ATM Card and Check Card Safety.** Each Cardholder should care for their Card as they would any other valuable that they carry with them:

- Each Cardholder should sign their new Card as soon as they receive it. Destroy any old Cards.
- When selecting a PIN, do not use any number or word that appears in the Cardholder's wallet (such as birth date, name or address).
- Each Cardholder should memorize their PIN and never share it with anyone.
- Each Cardholder should shop with merchants they know and trust.
- Regularly review the statements for your Account as soon as you receive them to verify your transactions. Contact Wells Fargo immediately if you identify any discrepancies.
- Make sure all Internet purchases are secured with encryption to protect your Account information. Look for a "secure transaction" symbol – generally a small icon resembling a locked padlock – at the bottom of your screen.

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- Do not send a *Card* number through email, as it is typically not secure.
- Always be sure to log off any site after a purchase transaction is made with a *Card*.
- If you cannot log off, shut down your browser to prevent unauthorized access to your Account information.

**ATM Safety.** For your safety when using an ATM, please remember (and advise each Cardholder of) the following tips:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when using an ATM after dark.
- Vary the time and route you use when making deposits at an ATM to avoid establishing a pattern.
- If you observe or sense suspicious persons or circumstances, do not use the ATM at that time. If you are in the middle of a transaction, cancel the transaction, leave the area and come back at another time or use an ATM at another location.
- When using the ATM at night, park close to the ATM in a well-lighted area.
- Always lock your car.
- If the lights on or around the ATM are not working, select another ATM and notify the Bank.
- If shrubbery or trees block your view, select another ATM and notify the Bank.
- If you are using a drive-up ATM, be sure all passenger windows are closed and doors locked.
- At all times, have your transaction ready and complete it promptly, then leave the area. Do not display money taken from the ATM. Put it away and verify the amount later.

#### Account Linkages and Designation of Accounts

**Account Linkages.** The Bank shall determine the number and type of accounts that can be linked to your *Card*. You may link such additional Accounts to your *Card* as the Bank permits from time to time. The permitted linkages may vary depending on the type of *Card*. The Bank may link to your *Card* any or all of the Accounts on which you are an *Authorized Signer*, unless you request the Bank not to link specific Accounts.

**Designation of Primary Transaction Account.** If you link only one account of a single type (e.g., checking, savings accounts) to the *Card*, the checking account is automatically designated as the "primary" account for purposes of electronic banking services.

**Designation of Primary vs. Other Accounts.** If you link more than one account of a single type to the *Card*, you may designate a primary account, secondary account, and other accounts. For example, if you link four checking accounts to your *Card*, one account will be the primary account, another will be the secondary account and the remaining two accounts will be other accounts. If you do not designate one account as the primary account of a particular type of account, the first account of that type linked to your *Card* is considered the primary account for that type of account.

**Designating Market Rate Savings/Money Market Access Accounts as "MRAs".** You may have the Bank designate your market rate savings and Money Market Access Accounts as MRAs. The Bank may limit the number of MRAs that may be linked to your *Card* for access at any Wells Fargo ATM, using the MRA/MMA key.

**Designating Market Rate Savings/Money Market Access Accounts as "Savings" Accounts.** You may have the Bank designate your market rate savings account or Money Market Access Account as a "savings" account.

**Linked Credit Card and Line of Credit Accounts.** If the Bank permits you to link your Credit Card account (each a "Credit Account") to your *Card*, you may use your *Card* to obtain cash or transfer funds from a linked Credit Account, so long as the Credit Account is in good standing and has available funds. Cash advances or transfer of funds are treated as cash advances, and are subject to the provisions of the agreement between you and the Bank applicable to the linked Credit Account.

#### ATM Transactions and POS Purchases

**Daily Limits.** If the *Card* may be used to make withdrawals and/or transfers at an ATM or to make POS purchases, the following rules apply. There is no limit on the number of times the *Card* may be used each day so long as the applicable daily limits for linked accounts that are separately disclosed are not exceeded. The ATM daily dollar limit is the maximum amount of cash that can be withdrawn from any combination of linked deposit accounts by an individual *Card*. The daily POS purchase limit is the maximum amount of purchases (including cashback, if any) that can be debited from the linked account used for POS access. For purposes of the daily limits only, a "day" is defined as the 24-hour period from midnight to midnight, Pacific Time. If a transaction is initiated in another time zone, it will be processed when the Bank receives it. The Bank will send notification if the Bank decreases the daily limits. If the Cardholder already has a *Card* and does not know what the daily limits are, call the Bank at the telephone number listed in the Bank's fee and information schedule or on the statement for your Account.

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For any *Cards* that allow linkage to Credit Accounts, cash advances or transfer from linked Credit Accounts are subject to all terms in the agreement governing the credit card account or line of credit including daily limits and cash advance fees.

**Rewards Program.** From time to time, the Bank may, at its sole discretion, offer, and without prior notice modify or terminate rewards program (each, a "Reward Program") for certain Cardholders.

**Available Funds.** Generally, a Cardholder can withdraw funds up to the daily ATM or POS withdrawal limit, subject to the available balance in any combination of linked deposit accounts accessed for withdrawal. If the ATM or POS purchase would create an overdraft on the linked account, the Bank may, in its sole discretion, take any of the actions described in the section of this Agreement titled "Overdraft and Insufficient Funds." The availability of deposits for withdrawal is described in the funds availability policy.

**POS Purchases.** A Cardholder may use the *Card* to purchase goods and services from merchants that accept Visa debit cards or merchants that participate in any network whose logo is on the back of the *Card*. See the back of the *Card* for the logos of the POS networks where purchases can be made. If the Cardholder enters a PIN to authorize the POS purchase, the purchase will be processed via a regional POS network (not Visa). For purchases processed via a regional POS network, a participating merchant may choose to offer cash back as part of the total purchase amount. If a Cardholder signs a receipt (or provides a form of authorization other than the PIN) to authorize the POS purchase, the purchase will be processed via the Visa network using primary checking account funds. For purchases processed via Visa, there is no cash back feature. Stop payments may not be requested on POS transactions. If the Bank receives an electronic notice that a POS transaction has occurred, a hold may be placed on the account designated as the "primary" transaction account. The hold will be for the actual amount of the purchase or, depending on the merchant's practice, for the anticipated amount of the purchase (which may be greater than the actual amount of the purchase). The hold may remain in effect from the time the notice is received until the merchant draft or other *Item* is presented. The amount of each POS transaction will be deducted from the available funds in that designated account. An ATM Card Cardholder may be subject to a bank fee for unlimited POS purchases in any month that the Cardholder makes at least one purchase. Some POS merchants may assess a fee for a purchase made at their location. A sign describing any fee should be posted by the merchant. This fee will be included in the total purchase amount shown on the Bank account statement.

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linked to the *Card* and reflected on the receipt issued at the time of the transaction. This fee does not apply when using a Check Card to make Visa purchases.

**Visa Account Updater Service.** Wells Fargo subscribes to the Visa Account Updater service (VAU). Under this service, if you have given a merchant or other billing entity your check *Card* number and authorized it to bill your *Card* periodically for recurring payments, and your *Card* number changes due to replacement of a damaged *Card* or an updated *Card* number, your new *Card* number will automatically be sent to such merchant or billing entity that subscribes to the VAU service. Because not all merchants or billing entities subscribe to the VAU service, you should always notify each individual merchant of your new *Card* number. Changes to your *Card* number as a result of a lost/stolen *Card* will not be updated using Visa's VAU service.

**Transactions Outside of the United States.** All withdrawals made at ATMs outside the United States will be in local currency, and balances will be shown in local currency. If you withdraw cash at an ATM or make a purchase in a currency other than U.S. dollars using the *Card*, the network that handles that transaction will convert the transaction into a U.S. dollar amount. The network will use either a government mandated rate or a wholesale market rate. (Visa uses a rate in effect one day prior to the processing date.) The currency conversion rate used by the network may differ from the rate that would have been used on the date of the transaction or the date the transaction is posted to your Account. Currently, the network that handles the transaction increases the conversion rate by one percent (1%). For each purchase transaction in a foreign currency, the Bank may also charge a Foreign Currency Conversion Fee, which is based on the amount provided to the Bank by Visa, MasterCard, or other network in U.S. Dollars (the "Network Transaction Amount").

**Shared Network ATMs.** A Cardholder may use the *Card* at specified Shared Network ATMs with which the Bank maintains an ATM sharing arrangement. These are designated ATMs, owned by other financial institutions, at which the Cardholder may withdraw cash or check the balance on the Accounts designated as the primary checking and primary savings Account(s). Check the back of the *Card* for the logos of the Shared ATM Network(s) with which the Bank is affiliated. The ATM functions available at Shared Network ATMs may differ from those provided at Wells Fargo ATMs. Transactions will be limited to the account access, withdrawal limit(s) and currency denomination(s) provided or allowed by the participating Shared Network ATM. Some banks do not provide the option of account type. In this case, the cash withdrawal will be from the primary transaction account. For withdrawals made with the *Card* in the United States or



internationally, there is a transaction fee for each Shared Network ATM transaction which debits the Cardholder's Account(s). There is a fee for each balance inquiry transaction performed at any non-Wells Fargo ATM. Outside parties (merchants, financial institutions, etc.) may assess additional transaction fees for transactions made at their ATMs. These fees may be included in the total amount of the transaction amount that is withdrawn from your Account and shown on the statement for the Account.

**Deposits at ATMs; Deposit Verification.** *Items* that the Cardholder wants to deposit to linked account(s) must be endorsed by all payees. *Paper Items* drawn on Credit Accounts (also known as "superchecks") or made out to payees not on the account may not be accepted once the *Paper Item* has been examined. You may not deposit foreign currency or *Paper Items* with payment amounts stated in foreign currency. If the Cardholder makes a deposit at the ATM and the amount keyed differs from the sum of the *Deposited Items*, a debit or credit adjustment will be made to the Account. During the verification process, *Items* that the Bank refuses to accept for deposit for any reason (e.g. non-negotiable, endorsement exceptions, or otherwise irregular) will be returned by first class mail to the address in the Bank's records for your Account. The dollar amount of such *Items* will be deducted from the total dollar amount keyed in for deposit. The availability of deposits for withdrawal is described in the funds availability policy.

**Statements.** If your Account is governed by Regulation E, the Bank will send you a monthly statement if there are electronic fund transfers in a particular month. Otherwise, the Bank will send you a statement at least quarterly.

**EXPRESS 10® Statements (Statement of last 10 transactions).** The Cardholder may use the *Card* to obtain a printout of the 10 most recent monetary transactions (within the last 45 days) on any checking, savings, market rate savings or remittance account linked to the *Card*. The transactions and the account balance may include deposits still subject to verification or collection by the Bank, and the balances may differ from the Cardholder's records because of deposits in progress, outstanding checks or other withdrawals, payments or fees. EXPRESS 10 statements should not be used in lieu of the monthly statement for balancing/verifying the true account balance.

**EXPRESS BALANCES® Statements (Statement of account balances).** The Cardholder may use the *Card* to obtain a printout of the balances of all Accounts linked to the *Card*. Any balance shown on the statement may include deposits still subject to verification by the Bank, and the balances may differ from the Cardholder's records because of deposits in progress, outstanding checks, or other withdrawals, payments or charges. If there is a "~~" next to the "Balance" for any deposit account (checking, savings, market rate

savings or remittance), there may be a hold on some or all of the total balance shown.

**Certain *Items* Affect the Account Total Balance:**

- "Deposits/Credits in Process" reflects a cumulative total of all credit transactions performed on your Account using a *Card* since the ATM cutoff of the most recent *Business Day*, including ATM deposits and ATM transfers into your Account.
- "Withdrawals/Debits in Process" reflects a cumulative total of all debit transactions performed on your Account using a *Card* since the ATM cutoff of the most recent *Business Day*, including ATM withdrawals, ATM transfers from the account and POS purchases and cash withdrawals from your Account.
- "Preauthorized Deposits/Payments in Process" reflects the net amount of any deposits or payments (preauthorized by you) that the Bank has received but has not yet posted to your Account.
- "Funds on Hold" may include any amounts not yet available for withdrawal. Periodically and during system maintenance, EXPRESS BALANCES statements may not be available. However, the Cardholder may be offered the option of obtaining an EXPRESS 10 statement (which does not include a running balance) during these times.

**Receipts at ATMs.** The Cardholder will receive a receipt each time an ATM is used to make an electronic transfer, unless you are notified otherwise before you complete your transaction. The receipt is evidence of the transaction as recorded by the ATM. All transactions are subject to posting, final payment or verification, as applicable. The Cardholder can use the receipt to reconcile the statement for their Account.

**Access to Linked Credit Card and Line of Credit Accounts Using ATMs.** If the Cardholder requests the Bank to link his or her *Wells Fargo* credit card or line of credit account to the *Card*, the Cardholder may use the *Card* to access the linked credit card account or line of credit account at any *Wells Fargo* ATM, as long as all of the necessary account information was provided. The Cardholder can use the *Card* to obtain cash or transfer funds from the linked credit card or line of credit account, as long as the linked credit card or line of credit account is in good standing and has available credit. Cash advances and transfer of funds from your credit card account or line of credit account are treated as cash advances. Each transaction with the *Card* involving any linked credit card account or line of credit account is subject to, respectively, the provisions of the applicable credit card account agreement or line of credit account agreement.

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You must notify the Bank in case of errors or questions about your *Wells Fargo* credit card bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write to the Bank, on a separate sheet of paper, at: Wells Fargo Card Services, P.O. Box 522, Des Moines, IA, 50302-9907. You also may call the Bank at the telephone number listed on the statement for your Account. However, you must write to the Bank to preserve your billing rights. Please consult your *Wells Fargo* Visa or MasterCard Customer Agreement and Disclosure Statement for complete information on the terms and conditions applicable to your credit card account, including the rules relating to cash advances from, and payments to, your credit card accounts.

**"Payment In Envelope" Transactions.** Occasionally, payments made at the ATM and the Bank's receipt of deposits made when using the ATM "Payment in Envelope" function may be delayed one *Business Day*. A payment coupon or return payment stub should ALWAYS be included when using this function key on the ATM to ensure proper posting of the payment. The Cardholder should allow an additional *Business Day* for these payments and deposits to post to the linked accounts. An attempted deposit near the end of the permissible period may be rejected because of applicable cutoff times. Also, attempted deposits through the ATM near December 31 may not be allocated to the current tax year because of applicable cutoff times.

**ATM and POS Malfunctions.** The Cardholder will not hold the Bank responsible for damages that result from or are a consequence of an ATM or POS malfunction. The Cardholder will promptly notify the Bank if an ATM fails to dispense the correct amount of cash or provide a proper receipt by calling or writing the Bank at the telephone number or address provided in the Bank's fee and information schedule.

**When a Transaction is Posted.** The time required to debit or credit your Account after the *Card* is used will depend on the location of the ATM or POS and the type of transaction.

**Termination of Card Privileges.** The *Card* is the property of the Bank. The Bank may terminate the Cardholder's *Card* privileges at any time without notice to you or the Cardholder. You or the Cardholder may terminate *Card* privileges at any time by writing the Bank at the address provided in the fee and information schedule. You will immediately notify the Bank in writing of the termination of the Cardholder's authority to use a *Card*. If the Cardholder's authority is terminated, the Account is closed or the *Card* is canceled, you will immediately retrieve and destroy the *Card(s)* and upon request provide written confirmation that the *Card(s)* has been destroyed. If *Card* privileges are

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terminated, the Cardholder(s) must immediately surrender the *Card(s)* to the Bank. Termination of *Card* privileges will not affect any rights and obligations for transactions made with a *Card* before the privileges were terminated.

**Changes in Terms Affecting Electronic Transactions.** From time to time, the Bank may change the terms and conditions applicable to electronic transactions. The Bank will send you written notice as required by the laws governing your Account.

#### Funds Transfers

**Termination of Electronic Fund Transfer Privileges.** All of your electronic transfer privileges end if your Account is closed. Either you or the Bank may terminate specific electronic transfer services without closing your Account. You may terminate a service by calling or writing the Bank at the number or address listed on the statement for your Account or provided in the fee and information schedule. The Bank may terminate specific electronic fund transfers anytime without prior notice to you.

**Rules of Funds Transfer Systems.** Funds transfers to or from your Account will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, Fedwire, the National Automated Clearing House Association and any regional association (each an "ACH"), and Clearing House Interbank Payments System ("CHIPS"). The following terms and conditions are in addition to, and not in place of, any other agreements you have with the Bank regarding electronic transactions.

**Notice of Receipt of Funds.** Unless the Bank has otherwise agreed in writing, it will notify you of funds electronically debited or credited to your Account through the statement for your Account covering the period in which the transaction occurred. The Bank is under no obligation to provide you with any additional notice or receipt.

**Reliance on Identification Numbers.** If a transfer instruction describes the person to receive payment inconsistently by name and account number, payment may be made on the basis of the account number even if the account number identifies a person different from the named person. If a transfer instruction describes a participating financial institution inconsistently by name and identification number the identification number may be relied upon as the proper identification of the financial institution.

**Duty to Report Unauthorized and Erroneous Fund Transfers.** You will exercise ordinary care to determine whether a fund transfer to or from your Account was either erroneous or not authorized and will notify the Bank of the

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facts within a reasonable time not exceeding fourteen (14) days after the Bank sends you the statement for your Account on which the transfer appears or you otherwise have notice of the transfer, whichever is earlier. You will be precluded from asserting that the Bank is not entitled to retain payment unless you object to payment within the fourteen (14) day period.

**Erroneous Payment Orders.** The Bank has no obligation to detect errors in payment orders (for example, an erroneous instruction to pay a beneficiary not intended by you or to pay an amount greater than the amount intended by you, or an erroneous transmission of a duplicate payment order previously sent by you). Should the Bank detect an error on one or more occasions, it shall not be construed as obligating the Bank to detect errors in any future payment order.

**Automated Clearing House (ACH) Transactions.** The following terms apply to payments to or from your Account that are transmitted through an ACH.

- Your rights as to payments to or from your Account will be based upon the laws governing your Account.
- Credit given by a receiving bank to its customer for a payment from your Account is provisional until final settlement has been made or until payment is considered received under the laws governing your Account.
- If a payment is made to your Account and the Bank does not receive final settlement or payment is not received under the laws governing your Account, you will not be considered to have received payment and the Bank will be entitled to reimbursement from you for that payment.
- You hereby authorize any Originating Depository Financial Institution (ODFI) to initiate, pursuant to ACH Operating Rules, ACH debit entries to your Account for electronic presentment or re-presentment of *Items* written or authorized by you.

#### Other Electronic Fund Transfer Services

##### Electronic Payments

- **Accounts that May Be Used.** Electronic payment services are available to you from your checking, market rate checking, savings or market rate savings Account.
- **Your Authorization.** No one can charge your Account unless you authorize them to do so. If you authorize a person to periodically debit your Account, in most cases, that person must give you a copy of your written authorization to keep.
- **Limitations.** There are no limitations on the amount or frequency of debits that you may make from your checking Account. If, however, you make payments from

your savings or market rate savings Account, any limitation on withdrawals applicable to savings accounts will apply.

- Notice of Change in Amount. If you authorize a person to regularly debit your Account and the amount varies from the previous amount debited, the person debiting your Account is required to tell you, at least 10 days before each debit, when the debit will be made and how much it will be.
- Stop Payment of Preauthorized Electronic Fund Transfers. You may place a stop payment order of preauthorized electronic fund transfers by calling the *Wells Fargo Phone Bank* at the number listed on the statement for your Account at least three *Business Days* prior to the scheduled transfer date. The Bank requires your name and the account number associated with the such transfer, and the exact (i) name of the payee, (ii) the exact payment amount, and (iii) scheduled transfer date. Failure to provide correct and complete information may make it impossible for the Bank to stop payment of the preauthorized electronic fund transfer. You agree to indemnify and hold the Bank harmless from and against any loss incurred by the Bank as a result of the Bank's paying an electronic fund transfer if any of the information relied upon in the stop payment order is incorrect or incomplete (or as a result of the Bank's not paying a preauthorized electronic fund transfer for which a valid stop payment order is in effect.) If the Bank pays a preauthorized electronic fund transfer over a valid stop payment order, the Bank may require you to provide it with an affidavit describing in detail the dispute.
- Reversal. You have the right to reverse any unauthorized payment that was debited from your Account through an automated clearinghouse (ACH). If you give the Bank written notice that you want to reverse a payment, the Bank will recredit your Account for the amount of the payment. You must notify the Bank within 15 days after it sends you the statement for your Account that reflects the payment you wish to reverse. This right of reversal is in addition to your right to stop payment.

#### Preauthorized Credits

- Your Authorization. You must specifically authorize the transferor to transfer funds electronically to your Account. If you ask, the transferor may provide you a copy of your authorization.
- Limitations. There are no limitations on the number of credits or the amounts that may be credited to your Account.
- Deposit Inquiry. You have the right to find out whether an electronic transfer was credited to your Account. Please contact the *Wells Fargo Phone Bank* at the number listed on your statement for your Account.

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- **When Transactions Are Posted.** The credit the Bank provides for an electronic payment is provisional until the Bank receives final settlement or payment. If the Bank does not receive final settlement or payment, the Bank is entitled to a refund of the credit. The Bank is legally required to post any preauthorized credit to your Account as of the day it is received. If you authorize a credit to an interest-bearing savings account, the Bank will pay interest on that credit from the settlement date for that transaction.

#### Preauthorized Transfers

- **General.** If you authorize the Bank to make preauthorized transfers, the Bank may periodically transfer amounts you specify from your checking or savings Account to another account or send them to you by check. This service is only available if you have a Wells Fargo checking or a savings account.
- **Your Authorization.** To use this service, you must provide the Bank with authorization.
- **Limitations.** The Bank provides you with separate notice of any limit on the amount you may transfer at any single time or on any given day, or of any limit on the number of transfers you can make from your checking Account. Limits on the number of transfers you can make from your savings Account are described in the "Additional Terms Applicable to All Savings and Time Accounts" section within this Agreement.
- **Stop Payments.** You have the same right to stop payment as described in the "Electronic Payments" section within this Agreement.

**Online Banking.** To use the online banking service, you must enter into a separate agreement with the Bank. Your rights and obligations regarding online banking are more fully explained in that separate agreement.

#### Liability for Unauthorized Electronic Fund Transfers

**In Case of Errors or Questions About Your Electronic Transfers.** If you think the statement for your Account or a receipt for an electronic funds transfer is incorrect, or if you need more information about a transfer listed on your statement or receipt, you must immediately call the *Wells Fargo Phone Bank* at 1-800-869-3557 or the number listed on the statement for your Account. You may also write to the Bank at: Wells Fargo, Customer Correspondence, P.O. Box 6995, Portland, OR 97228-6995. The Bank must hear from you no later than 60 days after the FIRST statement on which the problem or error appeared is mailed to you. The Bank will need to know your name, account number and the dollar amount of the suspected error; and a description of

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the error or transfer. You also must explain why you believe there is an error or what additional information you need about the transfer.

**Lost or Stolen Card or PIN; Reporting Unauthorized Electronic Transfers.** If you believe your *Card*, your *Card* number or your PIN is lost or stolen, or if someone accessed or may access money in your Account without your permission, you must immediately call the *Wells Fargo Phone Bank* at 1-800-869-3557 or the number listed on the statement for your Account. You could lose all the money in any accounts that can be accessed by your *Card*, plus any maximum line of credit or savings account linked to your *Card* or as part of an overdraft protection plan. You also may write to us at: Wells Fargo, Customer Correspondence, P.O. Box 6995, Portland, OR 97228-6995.

**Liability for Card Transactions.** The following specific rules established by Regulation E (12 CFR 205) govern your liability for unauthorized withdrawals from your Account (including ATM and POS transactions), unless Regulation E specifically excludes the transaction, or the laws governing your Account impose lesser liability on you. Please refer to the fee and information schedule for any applicable state liability limitations.

- If you orally notify the Bank of your claim, the Bank may ask you to send your claim in writing within 10 *Business Days*.
- If you tell the Bank within two *Business Days* after you learn that your *Card* is lost or stolen, you will lose no more than \$50 if someone uses your *Card* without your permission.
- If you do NOT tell the Bank within two *Business Days* after you learn of the loss or theft of your *Card*, and the Bank can prove it could have stopped someone from using the *Card* without your permission if you had told the Bank, you could lose as much as \$500.
- If the statement for your Account shows transfers that you did not make or authorize, tell the Bank at once. If you do not tell the Bank within 60 days after the statement was mailed to you, you may not get back any money you lose after the 60 days if the Bank can prove that it could have stopped someone from taking the money if you had told the Bank in time.

**Investigation of Claims Covered by Regulation E.** If you orally notify the Bank of your claim, the Bank may ask you to send your claim in writing within 10 *Business Days*. If the claim is governed by Regulation E, then the following provisions apply:

- The Bank shall attempt to complete its investigation within 10 *Business Days* (20 *Business Days* if the alleged error involves an electronic fund transfer to or from



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your Account within 30 days after the first deposit to the account was made) of your notifying the Bank. The Bank will report the results to you within three *Business Days* after completing its investigation and correct any error promptly. If the Bank needs more time, it may take up to 45 days (90 days for foreign transactions or if the transaction occurred within 30 days after the first deposit to the Account was made) to investigate your claim, as long as it provisionally recredits your Account within 10 *Business Days* for the amount you think is in error. You will have the use of the money while the Bank completes its investigation.

- If the Bank asks you to send your claim in writing and it is not received within 10 *Business Days*, the Bank does not need to recredit your Account while it completes its investigation.
- If the Bank decides that there was no error, the Bank will send you a written explanation within three *Business Days* after the Bank completes its investigation. You may ask for copies of any documents the Bank used in its investigation.

**POS and Other Transactions Not Covered by Regulation E.** For POS and other transactions not governed by Regulation E, you are liable for all losses relating to Unauthorized Transactions that do not result solely from the negligence or intentional misconduct of the Bank, unless the laws governing your Account require lesser liability. If the laws governing your Account require additional disclosures related to your electronic transactions, the Bank provides them to you in the fee and information schedule.

**Investigations of Claims Not Covered by Regulation E.** If you orally notify the Bank of your claim, the Bank may ask you to send your claim in writing within 10 *Business Days*. If the claim is not governed by Regulation E, then the following provisions apply:

- The Bank shall attempt to complete its investigation within 10 *Business Days* (20 *Business Days* if the alleged error occurred during the first 30 days your Account is open) of your notifying the Bank. The Bank will report the results to you within three *Business Days* after completing its investigation and correct any error promptly. If the Bank needs more time, the Bank may take up to 90 days to investigate your claim, as long as the Bank provisionally recredits your Account within five *Business Days* for the amount you think is in error. You will have the use of the money while the Bank completes its investigation. If the Bank receives your written notice within five *Business Days*, the Bank shall provisionally recredit your Account at the end of the five-day period.
- If the Bank receives your written notice after the end of the five-day period, but within 10 *Business Days* (20

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*Business Days* if the alleged error occurred during the first 30 days your Account is open), the Bank will recredit your Account at the end of the 10-day period. If the Bank does not receive your written notice within 10 *Business Days* (or 20 *Business Days*, as appropriate), the Bank does not need to recredit your Account while it completes its investigation.

- If the Bank decides that there was no error, the Bank will send you a written explanation within three *Business Days* after it completes its investigation. You may ask for copies of any documents the Bank used in its investigation.

**The WellsProtect® Program.** The WellsProtect program protects you from unauthorized transactions or charges to your Account subject to the conditions described below:

Each *Card* may be embossed with the name of the Cardholder to whom it is issued. You are responsible for *Cards* issued to Cardholders. You will not be liable for Unauthorized Transactions except as explained below. Under the WellsProtect program, Unauthorized Transactions do not include (that is, you are liable for):

- Any transaction by a co-owner, a Cardholder or person authorized by a Cardholder, or other person with an interest in or authority to transact business on the Account.
- Any transaction by a Cardholder that exceeded the authority given by the account holder.
- Any transaction a merchant has processed in error, or a transaction in which the Cardholder is unhappy with goods or services received. In these cases, the Cardholder should first contact the merchant to obtain resolution. If a Cardholder suspects that his or her *Card* has been lost or stolen, or that an Unauthorized Transaction has been made with the *Card* or the *Card* number issued to him or her, notify the Bank as soon as possible by calling the Wells Fargo Phone Bank at 1-800-869-3557 or the number listed on the statement for your Account. You may also write to the Bank at: Wells Fargo, Customer Correspondence, P.O. Box 6995, Portland, OR 97228-6995. The sooner the Bank is notified, the sooner the Bank can protect the linked accounts. A delay in reporting the Unauthorized Transaction may affect your liability protection, as defined below.

**Notices Given Within 60 Days of Mailing of First Statement.** You have zero liability for an Unauthorized Transaction made with a *Card* or *Card* number as defined above if the Bank is notified of the Unauthorized Transaction within 60 days of when the first statement showing the Unauthorized Transaction was mailed.

Notices Given More than 60 Days After Mailing of First Statement. If the Bank is not notified within 60 days of when the first statement showing the Unauthorized Transaction was mailed, you will have the burden of proving that the transaction was unauthorized. You may be required to provide documentation in support of your claim, including an affidavit of unauthorized use and a police report. Additionally, in evaluating your claim, the Bank will consider whether any negligence on the part of the Cardholders has contributed to the transaction in question. Some of the factors that the Bank will consider in connection with this evaluation include:

1. **Timely reporting of lost Card.** Whether any loss or theft of the Card was reported to the Bank within 48 hours of discovery of the loss or theft.
2. **Prompt review of statements.** Whether you promptly reviewed any statement for your Account that was provided to you.
3. **Prompt report of Unauthorized Transaction.** Whether, following discovery of an unauthorized use of the Card on a statement for your Account, the Unauthorized Transaction was reported to the Bank within 48 hours of the discovery.
4. **Safeguard Card and PIN.** Whether the Cardholder exercised reasonable care in safeguarding his or her Card, Card number, and Secret Code (PIN) from loss or theft.
5. **Multiple prior incidents.** Whether you have reported multiple incidents of Unauthorized Transactions to the Bank within the 12-month period immediately preceding your claim and the facts and circumstances surrounding those incidents.

#### Wells Fargo Phone Bank

**General.** This section describes the special rules applicable to the *Wells Fargo Phone Bank* service. The *Wells Fargo Phone Bank* service may be accessed by telephoning the Bank at the number provided on the statement for your Account and either using the Interactive Voice Response Unit ("IVRU") and/or speaking with a phone banker.

**Security Procedure.** The Bank will use a security procedure to authenticate the caller seeking to access Services using the *Wells Fargo Phone Bank* service. If a Personal Identification Number ("PIN") has been assigned, the Bank may use the PIN as the security procedure to permit access to the *Wells Fargo Phone Bank* service through the IVRU. If a PIN has not been assigned, or if the *Wells Fargo Phone Bank* service is not accessed through the IVRU, other information

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the Bank has on file about you, your *Authorized Signer* or your Account will be used as the security procedure to permit access to the *Wells Fargo Phone Bank* service. The security procedure will not be used to detect any errors in any payment instruction that may be given by the caller.

**PIN Required to Access the IVRU.** The PIN associated with your *Card* will be used to access the IVRU. If you do not have a *Card*, you may obtain a PIN through the Banks' automated Customer Selected PIN service. Through the Customer Selected PIN service, you may either select your own PIN or have a randomly selected PIN mailed to your address as reflected in the Bank's records (either a "CSP-PIN"). You may change your CSP-PIN at anytime by using the Customer Selected PIN service or by requesting the mailing of a new randomly selected PIN. The Bank may cancel your CSP-PIN at any time without notice. However, your CSP-PIN will not usually be canceled so long as it is used at least once during the preceding six-month period.

**Liability Waiver.** When the Bank authenticates a caller through use of a PIN and any other customer information the Bank in its sole discretion requires, you will be deemed to have authorized any transactions the caller performs including without limitation transfer of funds between or among your linked Accounts.

**Information and Transfers.** You may obtain information about your Account by telephone. If you maintain more than one Account, you may transfer funds between those Accounts by telephone.

**Limitations.** The limitations on the number of transfers you can make from your savings Accounts are described in the section of this Agreement entitled "Additional Terms Applicable To All Savings and Time Accounts."

**When Transactions are Posted.** Telephone transfers accepted by the Bank prior to the Bank's cutoff hour on a *Business Day* are posted on that day, if possible. Telephone transfers which cannot be posted the same day or which are received after the cutoff hour, on a holiday observed by the Bank, or over the weekend, are posted on the next *Business Day*.

**Notification to the Bank for Unauthorized Wells Fargo Phone Bank Transactions.** You must notify the Bank IMMEDIATELY by calling *Wells Fargo Phone Bank* at 1-800-869-3557 or the number listed on the statement for your Account. You may also write to the Bank at: Wells Fargo, Customer Correspondence, P.O. Box 6995, Portland, OR 97228-6995 if you think a statement for your Account is wrong, or if you need more information about a *Wells Fargo Phone Bank* transaction listed on your statement or receipt. The Bank will investigate any transaction for which it has received notification from you.

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When the Bank's investigation is complete, the Bank will notify you of its findings and the action, if any, it will take. If the Bank determines that there was no Bank error, or that you authorized the disputed charge(s), the Bank will explain that decision.

**Liability for Unauthorized Wells Fargo Phone Bank Transactions.** Unless the transaction is subject to Federal Reserve Board Regulation E, you must report any unauthorized *Wells Fargo Phone Bank* transaction to the Bank within fourteen (14) days after the Bank mails you the statement for your Account on which the transaction appears or you otherwise have notice of the transaction. If you don't, you will be deemed to have authorized the transaction. If the state laws governing your Account requires additional terms, conditions or disclosures with respect to your electronic transactions, they will be provided to you in the Bank's fee and information schedule.

**Telephone Transactions Not Covered by EFTA/Regulation E.** The Electronic Fund Transfer Act (EFTA) and Regulation E do not apply to electronic fund transfers initiated by telephone unless under a written plan in which periodic or recurring transfers are intended.

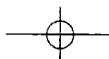
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